



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST**

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES
FSC GROUP: 70**

Contract Number: GS-35F-0251V

Period Covered by Contract: February 24, 2009 - February 23, 2024

Pricelist current through Modification 0364, effective as of June 2, 2020

Prices Shown Herein are Net (discounts deducted)

Iron Bow Technologies, LLC

2303 Dulles Station Blvd., Suite 400

Herndon, VA 20171-6353

Phone: 703-674-5283

Fax: 703-793-0662

GSASales@IronBow.com

www.ironbow.com

Contractor's Administration Source: marianne.adams@ironbow.com

Business Size: Large

DUNS: 82-771-4507



Schedule

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*, a menu-driven database system. The internet address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

For more information ordering from Federal Supply Schedules, click on the FSS Schedules button at:

<https://www.gsa.gov/acquisition/purchasing-programs/gsa-schedules/for-federal-agency-customers-ordering-from-schedules>

(This page Intentionally Blank)

SPECIAL ITEM NUMBER 132-3 - LEASING OF PRODUCT

SPECIAL ITEM NUMBER 132-8 - PURCHASE OF NEW EQUIPMENT

FSC/PSC Class 5810 - COMM SECURITY EQ & COMPS

Communications Security Equipment

FSC/PSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

FSC/PSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Network Equipment

FSC/PSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

SPECIAL ITEM NUMBER 132-12 – EQUIPMENT MAINTENANCE (FPDS Code J070 - Maintenance and Repair Service) (Repair Parts/Spare Parts - See FSC Class for basic equipment)

Maintenance

Third Party Maintenance

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CODE 7030 – INFORMATION TECHNOLOGY SOFTWARE

Operating System Software

Application Software

Utility Software

Note: Contractors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CODE 7030 – INFORMATION TECHNOLOGY SOFTWARE

Operating System Software

Application Software

Utility Software

Note: Contractors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D316 IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NUMBER 132-53 - WIRELESS SERVICES

Wireless Services, including but not limited to Wireless Telecommunications Carriers and Telecommunication Resellers.

FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION

- Cellular/PCS Voice Services
- Paging Services

TABLE OF CONTENTS:

| | |
|---|----|
| CUSTOMER INFORMATION | 7 |
| 1A. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINS): | 7 |
| 1B. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN | 7 |
| 1C. SEE SIN SPECIFIC TERMS AND CONDITIONS AND TERMS FOUND IN SUPPLEMENTAL TERMS AND | 7 |
| 2. MAXIMUM ORDER: | 7 |
| 3. MINIMUM ORDER: | 7 |
| 4. GEOGRAPHIC SCOPE OF CONTRACT:..... | 7 |
| 5. POINT(S) OF PRODUCTION:..... | 8 |
| 6. DISCOUNT FROM LIST PRICES: | 8 |
| 7. QUANTITY DISCOUNTS | 8 |
| 8. PROMPT PAYMENT TERMS:..... | 8 |
| 9A. GOVERNMENT PURCHASE CARDS BELOW THRESHOLD | 8 |
| 9B. GOVERNMENT PURCHASE CARDS ABOVE THRESHOLD | 8 |
| 10. FOREIGN ITEMS | 8 |
| 11A. TIME OF DELIVERY..... | 8 |
| 11B. EXPEDITED DELIVERY..... | 8 |
| 11C. OVERNIGHT AND TWO-DAY DELIVERY | 9 |
| 11D. URGENT REQUIREMENTS | 9 |
| 12. F.O.B POINT | 9 |
| 13A ORDERING ADDRESS | 9 |
| 13B. ORDERING PROCEDURES..... | 9 |
| 14. PAYMENT ADDRESS..... | 9 |
| 15. WARRANTY PROVISIONS | 9 |
| 16. EXPORT PACKING CHARGES..... | 9 |
| 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE | 9 |
| 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR | 9 |
| 19. TERMS AND CONDITIONS OF INSTALLATION | 9 |
| 20. TERMS AND CONDITIONS OF REPAIR PARTS..... | 9 |
| 20A. TERMS AND CONDITIONS FOR ANY OTHER SERVICES | 10 |
| 21. LIST OF SERVICE AND DISTRIBUTION POINTS..... | 10 |
| 22. LIST OF PARTICIPATING DEALERS..... | 10 |
| 23. PREVENTIVE MAINTENANCE | 10 |
| 24A. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES | 10 |
| 24B. SECTION 508 COMPLIANCE | 10 |
| 25. DATA UNIVERSAL NUMBER SYSTEM NUMBER..... | 10 |
| 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE | 10 |

| | |
|--|----|
| TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY PRODUCTS (SPECIAL ITEM NUMBER 132-3)..... | 11 |
| TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8) | 18 |
| TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/ SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)..... | 20 |
| TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE..... | 25 |
| TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) | 28 |
| TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 132-53) | 32 |
| PRICING TABLES | 34 |
| MASTER PRICE LIST FOR WIRELESS SERVICES (SIN 132-53) | 35 |
| MASTER PRICE LIST FOR IT PROFESSIONAL SERVICES (SIN 132-51)..... | 36 |
| USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS..... | 58 |
| BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE | 59 |
| SUPPLEMENTAL TERMS AND CONDITIONS | 62 |
| IRONCARE AND MANAGED CARE TERMS AND CONDITIONS..... | 1 |
| ADDENDUM TO IRONCARE & MANAGED CARE TERMS AND CONDITIONS FOR FEDERAL ORDERING ACTIVITIES | 1 |
| IRON BOW 90 DAY LIMITED WARRANTY, DISCLAIMER OF WARRANTY, AND END USER LICENSE AGREEMENT..... | 1 |
| IRON BOW 90 DAY LIMITED WARRANTY, DISCLAIMER OF WARRANTY, AND END USER LICENSE AGREEMENT FOR FEDERAL ORDERING ACTIVITIES UNDER GSA SCHEDULE CONTRACT GS-35F-0251V | 1 |
| IRON BOW RMA, DOA AND RETURN POLICY..... | 1 |
| IRON BOW RMA, DOA AND RETURN POLICY FOR FEDERAL ORDERING ACTIVITIES UNDER GSA SCHEDULE CONTRACT GS-35F-0251V..... | 1 |

CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers (SINs):

| | |
|--------|--|
| 132-3 | Leasing of Product |
| 132-8 | Purchase of New Equipment |
| 132-12 | Equipment Maintenance |
| 132-32 | Term Software Licenses |
| 132-33 | Perpetual Software Licenses |
| 132-34 | Maintenance of Software as a Service |
| 132-51 | Information Technology Professional Services |
| 132-53 | Wireless Services |

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

1b. Lowest Priced Model Number and Price for Each SIN

| SIN | Part Number | GSA Catalog Price |
|--------|-------------|-------------------|
| 132-8 | 400-ABSL | \$0.81 |
| 132-12 | 974-8861 | \$0.48 |
| 132-32 | | |
| 132-33 | 814-8729 | \$1.80 |
| 132-34 | 634-BCYT | \$5.74 |
| 132-51 | TSG1 | \$19.58 |
| 132-53 | ZVZW9 | \$8.98 |

1c. See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions.

2. Maximum Order:

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

| | |
|------------------------------|--|
| Special Item Number 132-3 - | Leasing of Product |
| Special Item Number 132-8 - | Purchase of Equipment |
| Special Item Number 132-12 - | Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts |
| Special Item Number 132-32 - | Term Software Licenses |
| Special Item Number 132-33 - | Perpetual Software Licenses |
| Special Item Number 132-34 - | Maintenance of Software as a Service |
| Special Item Number 132-51 - | Information Technology Professional Services |
| Special Item Number 132-53 - | Wireless Services |

3. Minimum Order:

The minimum dollar value of orders to be issued is \$100.00.

4. Geographic Scope of Contract:

Geographic Scope of Contract will be domestic delivery only.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

5. Point(s) of Production:

Refer to catalog price list for Manufacturer Point of Production.

6. Discount from List Prices:

Prices shown herein are Net (discounts deducted).

7. Quantity Discounts

- a. Quantity: None.
- b. Dollar Volume: 1% for orders equal to or exceeding \$400,000
- c. Government Educational Institutions: Are offered the same discounts as all other Government customers.

8. Prompt Payment Terms:

0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government Purchase Cards Below Threshold

Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards Above Threshold

Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign Items

Country of Origin is identified in the contract price list.

11a. Time of Delivery

The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

| SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
|---------------------|---|
| 132-3 | As Negotiated by Contractor and Ordering Activity |
| 132-8 | 30 Days |
| 132-12 | 30 Days |
| 132-32 | 30 Days |
| 132-33 | 30 Days |
| 132-34 | 30 Days |
| 132-51 | As Negotiated by Contractor and Ordering Activity |
| 132-53 | 30 Days |

11b. Expedited Delivery

May be available and will be negotiated between the Contractor and the Ordering Activity.

11c. Overnight and Two-Day Delivery

May be available and will be negotiated between the Contractor and the Ordering Activity.

11d. Urgent Requirements

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B Point

F.O.B. Destination

13a. Ordering Address

Iron Bow Technologies, LLC
2303 Dulles Station Blvd., Suite 400
Herndon, VA 20171-6353

13b. Ordering Procedures

For supplies and services, the ordering procedures and establishing Blanket Purchase Agreements (BPAs) are found in FAR 8.405. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

14. Payment Address

Iron Bow Technologies, LLC
P.O. Box 826474
Philadelphia, PA 19182-6474

15. Warranty Provisions

Warranty varies by Manufacturer, is addressed in the SIN specific terms and conditions and in the Supplemental Terms and Conditions.

16. Export Packing Charges

Not Applicable

17. Terms and Conditions of Government Purchase Card Acceptance

None

18. Terms and Conditions of Rental, Maintenance, and Repair

See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions.

19. Terms and Conditions of Installation

See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions.

20. Terms and Conditions of Repair Parts

Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions.

20a. Terms and Conditions for any Other Services

See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions.

21. List of Service and Distribution Points

Not Applicable

22. List of Participating Dealers

Not Applicable

23. Preventive Maintenance

See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions.

24a. Special Attributes such as Environmental Attributes

Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants) Not Applicable.

24b. Section 508 Compliance

If applicable, Section 508 compliance information on the supplies and services offered in this contract will be supplied by the Contractor or Manufacturer upon request via email at the following address:

GSASales@ironbow.com .

25. Data Universal Number System Number

DUNs Number: 82-771-4507

26. Notification Regarding Registration in System for Award Management (SAM) database

Iron Bow Technologies, LLC, is registered in the System for Award Management (SAM) database.

**TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY PRODUCTS
(SPECIAL ITEM NUMBER 132-3)**

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 1:

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - (1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercise its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - (2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.
- b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT:

(a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

(a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery

orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

(a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(1) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(2) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

**LEASE PROVISIONS COMMON TO
ALL TYPES OF LEASE AGREEMENTS**

1. ORDERING PROCEDURES:

(a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

- (1) Which product(s) is (are) required, including applicable Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) requirements.
- (2) The required delivery date.
- (3) The proposed lease plan and term of the lease.
- (4) Where the product will be located.
- (5) Description of the intended use of the product.
- (6) Source and type of appropriations to be used.

(b) The Contractor will respond with:

- (1) Whether the Contractor can provide the required product.
- (2) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (2) The monthly payment based on the rate.
- (4) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (5) A confirmation of the availability of the product on the required delivery date.
- (6) Extent of warranty coverage, if any, of the leased products.
- (7) The length of time the quote is valid.

(c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: Lease factor five percent (5%) over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

- (1) to purchase the product for the residual value of the product, or

(2) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

c. Returns:

(1) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

(2) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(3) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

(4) With respect to software, the ordering activity shall state in writing to the Contractor that it has:

(i) deleted or disabled all files and copies of the software from the equipment on which it was installed;

(ii) returned all software documentation, training manuals, and physical media on which the software was delivered; and

(iii) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

(1) can be removed without causing material damage to the product;

(2) do not reduce the value of the product; and

(3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

(1) were not leased from the Contractor, and

(2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during

relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY NEW EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Self installable

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity

may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/ SPARE PARTS
FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT,
RADIO/TELEPHONE EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR
WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED
EQUIPMENT
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a _____ 0 _____ mile radius of the Contractor's service points. They will be performed on a "return to depot" basis. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

All maintenance will be performed on a return to depot basis

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

| Quantity Range | Discounts |
|----------------|-----------|
| _____ Units | _____ 0 % |
| _____ Units | _____ 0 % |
| _____ Units | _____ 0 % |

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by an ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(i) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(ii) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(i) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per paragraphs 1.a and 8.d will apply.

(ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

| LOCATION | MINIMUM CHARGE* | REGULAR HOURS PER HOUR** | AFTER HOURS PER HOUR** | SUNDAYS AND HOLIDAYS PER HOUR |
|--|--------------------|--------------------------------|------------------------------|-------------------------------------|
| CONTRACTOR'S SHOP | _____ | _____ | _____ | _____ |
| ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS) | _____ | _____ | _____ | _____ |
| ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS) | _____ | _____ | _____ | _____ |

*MINIMUM CHARGES INCLUDE ____ FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated _____, at a discount of _____% from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of _____

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period _____.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA) The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-338-8866 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00AM eastern to 5:00PM eastern.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

 X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

N/A 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Term Licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance are to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance are to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE - Not Offered

8. TERM LICENSE CESSATION - Not Offered

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering

activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING - Not Offered

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES (I-FSS-60 Performance Incentives) (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and

for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation - Dec 2007) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional Services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Number 132-51. IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure, and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, and conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

**TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES
(SPECIAL ITEM NUMBER 132-53)**

Note: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold. Visit the Green Procurement Compilation, sftool.gov/greenprocurement for a complete list of products covered by these programs.

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below.

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

- (a) Describe the wireless service plan and eligibility requirements. Including, but not limited to, service area, monthly service charge, minutes included, etc.
- (b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.
- (c) Describe corporate volume discounts and eligibility requirements, if any.

8. TRADE AGREEMENTS ACT

Although contracts awarded under this solicitation are subject to the Trade Agreements Act, Wireless Service under SIN 132-53 is not covered by the World Trade Organization Government Procurement Agreement (WTO GPA) or any of the other Free Trade Agreement (FTA). See FAR 25.401 (b)(2).

PRICING TABLES

Iron Bow Technologies, LLC

Master Price List for Wireless Services (SIN 132-53)

| MfgPart# | Product Description | Non Recurring Charge GSA w/ IFF | Recurring Charge GSA w/ IFF |
|-----------------|---|--|--|
| ZWP2M | Zipit Confirm Monthly Subscription; Apple iOS for iPhone/iPad or Google Android based phones/tablets | | \$9.07 |
| ZWP2A | Zipit Confirm Annual Subscription; Apple iOS for iPhone/iPad or Google Android based phones/tablets | | \$92.49 |
| ZWP3A | Annual License Platform Setup and Maintenance Fee (Required by all Zipit Wireless Customer Accounts for customers NOT requireing FedRAMP approved infrastructure) | | \$875.70 |
| ZWP3F | Annual License Platform Setup and Maintenance Fee (Required by all Zipit Wireless Customer Accounts requiring a FedRAMP approved infrastructure) | | \$21,037.78 |
| ZWP4 | Zipit Now TS Device Only - Requires Annual Service Plan or Activation, Non-FIPS mode. | \$226.69 | \$13.60 |
| ZWP4F | Zipit Now TS Device; 3G Enabled - Government Only - FIPS Compatible Device - Requires Annual Service Plan or Activation | \$244.83 | \$13.60 |
| ZVZW15 | Zipit Wireless Service Plan for Zipit devices. Billed on behalf of Verizon Wireless | | \$14.96 |
| ZVZW9 | Zipit Wireless Service Plan for Zipit devices. Billed on behalf of Verizon Wireless. Applies to Department of Veteran Affairs Contracts with minimum of 17K units | | \$8.98 |

Master Price List for IT Professional Services (SIN 132-51)

| Rates are inclusive of the Industrial Funding Fee (IFF) | | | 02/24/2019- 2/23/2020 | 02/24/2020- 2/23/2021 | 02/24/2021- 2/23/2022 | 02/24/2022- 2/23/2023 | 02/24/2023- 2/23/2024 |
|---|---------------|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| SIN | MFG Part # | Labor Category | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 132-51 | ENG1 | Engineer Level 1 | \$136.97 | \$140.39 | \$143.90 | \$147.50 | \$151.18 |
| 132-51 | ENG2 | Engineer Level 2 | \$170.55 | \$174.81 | \$179.18 | \$183.67 | \$188.26 |
| 132-51 | ENG3 | Engineer Level 3 | \$217.89 | \$223.35 | \$228.93 | \$234.65 | \$240.51 |
| 132-51 | ENG4 | Engineer Level 4 | \$272.38 | \$279.19 | \$286.18 | \$293.33 | \$300.66 |
| 132-51 | ENG5 | Engineer Level 5 | \$303.26 | \$310.84 | \$318.61 | \$326.58 | \$334.74 |
| 132-51 | PJL1 | Project Leader Level 1 | \$89.00 | \$91.22 | \$93.50 | \$95.84 | \$98.24 |
| 132-51 | PJL2 | Project Leader Level 2 | \$99.66 | \$102.15 | \$104.70 | \$107.31 | \$109.99 |
| 132-51 | PJL3 | Project Leader Level 3 | \$111.63 | \$114.42 | \$117.28 | \$120.21 | \$123.21 |
| 132-51 | PJL4 | Project Leader Level 4 | \$125.03 | \$128.15 | \$131.36 | \$134.64 | \$138.01 |
| 132-51 | PJL5 | Project Leader Level 5 | \$140.02 | \$143.52 | \$147.10 | \$150.78 | \$154.55 |
| 132-51 | PJM1 | Project Manager Level 1 | \$155.66 | \$159.55 | \$163.54 | \$167.63 | \$171.82 |
| 132-51 | PJM2 | Project Manager Level 2 | \$175.05 | \$179.43 | \$183.91 | \$188.50 | \$193.22 |
| 132-51 | PJM3 | Project Manager Level 3 | \$193.95 | \$198.80 | \$203.77 | \$208.87 | \$214.09 |
| 132-51 | PJM4 | Project Manager Level 4 | \$217.89 | \$223.35 | \$228.93 | \$234.65 | \$240.51 |
| 132-51 | PJM5 | Project Manager Level 5 | \$242.80 | \$248.87 | \$255.09 | \$261.47 | \$268.01 |
| 132-51 | PSS1 | Project Support Specialist Level 1 | \$60.78 | \$62.30 | \$63.86 | \$65.45 | \$67.08 |
| 132-51 | PSS2 | Project Support Specialist Level 2 | \$75.08 | \$76.96 | \$78.88 | \$80.86 | \$82.88 |
| 132-51 | PSS3 | Project Support Specialist Level 3 | \$86.62 | \$88.79 | \$91.00 | \$93.28 | \$95.61 |
| 132-51 | SME1 | Subject Matter Expert Level 1 | \$349.25 | \$357.98 | \$366.93 | \$376.10 | \$385.50 |
| 132-51 | SME2 | Subject Matter Expert Level 2 | \$410.90 | \$421.18 | \$431.71 | \$442.50 | \$453.56 |
| 132-51 | TEC1 | Technician Level 1 | \$73.98 | \$75.84 | \$77.73 | \$79.68 | \$81.67 |
| 132-51 | TEC2 | Technician Level 2 | \$80.99 | \$83.01 | \$85.09 | \$87.21 | \$89.39 |
| 132-51 | TEC3 | Technician Level 3 | \$96.92 | \$99.34 | \$101.81 | \$104.36 | \$106.97 |
| 132-51 | TEC4 | Technician Level 4 | \$115.88 | \$118.78 | \$121.75 | \$124.80 | \$127.92 |
| 132-51 | TSG1 | Task Support Generalist Level 1 | \$20.07 | \$20.57 | \$21.09 | \$21.61 | \$22.16 |
| 132-51 | TSG2 | Task Support Generalist Level 2 | \$25.08 | \$25.70 | \$26.35 | \$27.00 | \$27.68 |
| 132-51 | TSG3 | Task Support Generalist Level 3 | \$31.34 | \$32.12 | \$32.93 | \$33.75 | \$34.60 |
| 132-51 | TSG4 | Task Support Generalist Level 4 | \$39.17 | \$40.15 | \$41.16 | \$42.19 | \$43.24 |
| 132-51 | TSG5 | Task Support Generalist Level 5 | \$49.00 | \$50.23 | \$51.49 | \$52.78 | \$54.10 |
| 132-51 | TSG6 | Task Support Generalist Level 6 | \$61.22 | \$62.75 | \$64.32 | \$65.93 | \$67.59 |
| 132-51 | TSS1 | Technical Support Specialist Level 1 | \$105.83 | \$108.48 | \$111.19 | \$113.97 | \$116.83 |
| 132-51 | TSS2 | Technical Support Specialist Level 2 | \$130.76 | \$134.03 | \$137.38 | \$140.82 | \$144.33 |
| 132-51 | TSS3 | Technical Support Specialist Level 3 | \$155.66 | \$159.55 | \$163.54 | \$167.63 | \$171.82 |
| 132-51 | TWR1 | Technical Writer 1 | \$61.44 | \$62.97 | \$64.54 | \$66.16 | \$67.81 |
| 132-51 | TWR2 | Technical Writer 2 | \$73.49 | \$75.32 | \$77.21 | \$79.14 | \$81.12 |
| 132-51 | TWR3 | Technical Writer 3 | \$92.39 | \$94.70 | \$97.07 | \$99.50 | \$101.98 |
| 132-51 | TWR4 | Technical Writer 4 | \$110.40 | \$113.16 | \$115.99 | \$118.89 | \$121.86 |
| 132-51 | MMS1 | Multimedia Specialist 1 | \$61.44 | \$62.97 | \$64.54 | \$66.16 | \$67.81 |
| 132-51 | MMS2 | Multimedia Specialist 2 | \$73.49 | \$75.32 | \$77.21 | \$79.14 | \$81.12 |
| 132-51 | MMS3 | Multimedia Specialist 3 | \$86.85 | \$89.03 | \$91.25 | \$93.53 | \$95.87 |
| 132-51 | MMS4 | Multimedia Specialist 4 | \$102.49 | \$105.05 | \$107.68 | \$110.37 | \$113.13 |
| 132-51 | BSP1 | Business Systems Programmer/Program Analyst 1 | \$52.35 | \$53.66 | \$55.00 | \$56.37 | \$57.78 |
| 132-51 | BSP2 | Business Systems Programmer/Program Analyst 2 | \$75.23 | \$77.12 | \$79.04 | \$81.02 | \$83.04 |
| 132-51 | BSP3 | Business Systems Programmer/Program Analyst 3 | \$91.21 | \$93.49 | \$95.83 | \$98.23 | \$100.69 |
| 132-51 | BSP4 | Business Systems Programmer/Program Analyst 4 | \$110.81 | \$113.58 | \$116.42 | \$119.34 | \$122.32 |
| 132-51 | COM1 | Communications Specialist 1 | \$41.59 | \$42.63 | \$43.70 | \$44.79 | \$45.90 |
| 132-51 | COM2 | Communications Specialist 2 | \$52.83 | \$54.15 | \$55.50 | \$56.89 | \$58.31 |
| 132-51 | COM3 | Communications Specialist 3 | \$77.82 | \$79.77 | \$81.76 | \$83.81 | \$85.90 |
| 132-51 | COM4 | Communications Specialist 4 | \$110.95 | \$113.72 | \$116.56 | \$119.48 | \$122.46 |
| 132-51 | BSA1 | Business Systems / Process Analyst 1 | \$52.35 | \$53.66 | \$55.00 | \$56.37 | \$57.78 |
| 132-51 | BSA2 | Business Systems / Process Analyst 2 | \$61.70 | \$63.24 | \$64.83 | \$66.45 | \$68.11 |
| 132-51 | BSA3 | Business Systems / Process Analyst 3 | \$91.21 | \$93.49 | \$95.83 | \$98.23 | \$100.69 |
| 132-51 | BSA4 | Business Systems / Process Analyst 4 | \$110.81 | \$113.58 | \$116.42 | \$119.34 | \$122.32 |

| Rates are inclusive of the Industrial Funding Fee (IFF) | | | 02/24/2019- 2/23/2020 | 02/24/2020- 2/23/2021 | 02/24/2021- 2/23/2022 | 02/24/2022- 2/23/2023 | 02/24/2023- 2/23/2024 |
|---|---------------|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| SIN | MFG Part # | Labor Category | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 132-51 | CFA1 | Configuration Analyst 1 | \$52.22 | \$53.53 | \$54.87 | \$56.24 | \$57.65 |
| 132-51 | CFA2 | Configuration Analyst 2 | \$68.38 | \$70.10 | \$71.85 | \$73.64 | \$75.49 |
| 132-51 | CFA3 | Configuration Analyst 3 | \$107.54 | \$110.23 | \$112.99 | \$115.81 | \$118.70 |
| 132-51 | CFA4 | Configuration Analyst 4 | \$169.31 | \$173.54 | \$177.88 | \$182.33 | \$186.88 |
| 132-51 | PRO1 | Production Specialist 1 | \$64.03 | \$65.63 | \$67.27 | \$68.96 | \$70.68 |
| 132-51 | PRO2 | Production Specialist 2 | \$102.22 | \$104.78 | \$107.40 | \$110.08 | \$112.83 |
| 132-51 | PRO3 | Production Specialist 3 | \$163.28 | \$167.37 | \$171.55 | \$175.84 | \$180.23 |
| 132-51 | PRO4 | Production Specialist 4 | \$260.72 | \$267.23 | \$273.91 | \$280.77 | \$287.79 |
| 132-51 | TSS4 | Technical Support Specialist 4 | \$181.77 | \$186.32 | \$190.97 | \$195.75 | \$200.64 |
| 132-51 | HDS1 | Help Desk Specialist 1 | \$38.97 | \$39.95 | \$40.95 | \$41.97 | \$43.02 |
| 132-51 | HDS2 | Help Desk Specialist 2 | \$45.90 | \$47.05 | \$48.23 | \$49.44 | \$50.68 |
| 132-51 | HDS3 | Help Desk Specialist 3 | \$52.35 | \$53.66 | \$55.00 | \$56.37 | \$57.78 |
| 132-51 | HDS4 | Help Desk Specialist 4 | \$64.03 | \$65.63 | \$67.27 | \$68.96 | \$70.68 |
| 132-51 | SYS1 | Systems Administrator 1 | \$40.92 | \$41.94 | \$42.99 | \$44.07 | \$45.17 |
| 132-51 | SYS2 | Systems Administrator 2 | \$45.90 | \$47.05 | \$48.23 | \$49.44 | \$50.68 |
| 132-51 | SYS3 | Systems Administrator 3 | \$52.35 | \$53.66 | \$55.00 | \$56.37 | \$57.78 |
| 132-51 | SYS4 | Systems Administrator 4 | \$61.70 | \$63.24 | \$64.83 | \$66.45 | \$68.11 |
| 132-51 | TST1 | Test Engineer 1 | \$44.95 | \$46.08 | \$47.22 | \$48.40 | \$49.61 |
| 132-51 | TST2 | Test Engineer 2 | \$57.17 | \$58.60 | \$60.06 | \$61.56 | \$63.10 |
| 132-51 | TST3 | Test Engineer 3 | \$69.45 | \$71.18 | \$72.97 | \$74.79 | \$76.66 |
| 132-51 | TST4 | Test Engineer 4 | \$82.88 | \$84.96 | \$87.08 | \$89.26 | \$91.49 |
| 132-51 | QAE1 | Quality Assurance Engineer 1 | \$73.02 | \$74.84 | \$76.72 | \$78.63 | \$80.59 |
| 132-51 | QAE2 | Quality Assurance Engineer 2 | \$91.94 | \$94.24 | \$96.59 | \$99.01 | \$101.49 |
| 132-51 | QAE3 | Quality Assurance Engineer 3 | \$101.33 | \$103.86 | \$106.46 | \$109.12 | \$111.85 |
| 132-51 | QAE4 | Quality Assurance Engineer 4 | \$131.30 | \$134.59 | \$137.95 | \$141.40 | \$144.94 |

Effective thru February 23, 2024

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | ENG1 | BS+2 | <p>Labor Category: Engineer Level 1</p> <p>Functional Responsibility: The Engineer performs configuration, implementation and troubleshooting of network and systems. Engineers participate in the full life system life cycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems, monitoring service level metrics and commitments, developing standards, policies, and operational processes. The entry level engineer works on simple tasks independently or works as part of a team on larger more complex projects under the direction of a Project Manager or a senior level Engineer.</p> |
| 132-51 | ENG2 | BS+5 | <p>Labor Category: Engineer Level 2</p> <p>Functional Responsibility: The Engineer performs configuration, implementation and troubleshooting of network and systems. Engineers participate in the full life system life cycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems, monitoring service level metrics and commitments, developing standards, policies, and operational processes. The entry level engineer works on simple tasks independently or works as part of a team on larger more complex projects under the direction of a Project Manager or a senior level Engineer.</p> |
| 132-51 | ENG3 | BS+7 | <p>Labor Category: Engineer Level 3</p> <p>Functional Responsibility: The Engineer performs configuration, implementation and troubleshooting of network and systems. Engineers participate in the full life system life cycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems, monitoring service level metrics and commitments, developing standards, policies, and operational processes. The mid level Engineer can work independently to perform complex task and also provide support and assistance to entry level engineers in a team project.</p> |
| 132-51 | ENG4 | BS+10 | <p>Labor Category: Engineer Level 4</p> <p>Functional Responsibility: The Engineer performs configuration, implementation and troubleshooting of network and systems. Engineers participate in the full life system life cycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems, monitoring service level metrics and commitments, developing standards, policies, and operational processes. The mid level Engineer can work independently to perform complex task and also provide support and assistance to entry level engineers in a team project.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | ENG5 | BS+12 | <p>Labor Category: Engineer Level 5</p> <p>Functional Responsibility: The Engineer performs configuration, implementation and troubleshooting of network and systems. Engineers participate in the full life system life cycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems. monitoring service level metrics and commitments, developing standards, policies, and operational processes. The senior level engineer is assigned to the most complex independent technical tasks or performs as a team lead directing and coordinating the technical work of all team members to complete projects successfully.</p> |
| 132-51 | PJL1 | HS+2 | <p>Labor Category: Project Leader Level 1</p> <p>Functional Responsibility: The Level 1 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 1 Project Leader is responsible for directing smaller projects with fewer personnel and less risk.</p> |
| 132-51 | PJL2 | HS+3 | <p>Labor Category: Project Leader Level 2</p> <p>Functional Responsibility: The Level 2 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 2 Project Leader is responsible for directing smaller projects with fewer personnel and less risk.</p> |
| 132-51 | PJL3 | HS+5 | <p>Labor Category: Project Leader Level 3</p> <p>Functional Responsibility: The Level 3 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 3 Project Leader is responsible for managing larger projects with more personnel and a higher level of risk.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | PJL4 | BS | <p>Labor Category: Project Leader Level 4</p> <p>Functional Responsibility: The Level 4 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 4 Project Leader is responsible for managing larger projects with more personnel and a higher level of risk. In addition, the Level 4 Project Leader may provide some direction and oversight of customer or third party personnel who have responsibility for some elements of the overall project plan.</p> |
| 132-51 | PJL5 | BS+2 | <p>Labor Category: Project Leader Level 5</p> <p>Functional Responsibility: The Level 5 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 5 Project Leader is responsible for managing the most complex projects with more personnel and the highest level of risk. In addition, the Level 5 Project Leader may provide some direction and oversight of customer or third party personnel who have responsibility for some elements of the overall project plan.</p> |
| 132-51 | PJM1 | BS+5 | <p>Labor Category: Project Manager Level 1</p> <p>Functional Responsibility: The Project Manager is responsible for managing and completing complex projects. Project Managers are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The Project Manager is also responsible for maintaining appropriate communications with customer personnel and insuring that customer is completely satisfied with all aspects of the project. The Project manager also manages the test and acceptance process through final customer acceptance. The entry level Project Manager is responsible for managing smaller projects with fewer personnel and less risk.</p> |
| 132-51 | PJM2 | BS+7 | <p>Labor Category: Project Manager Level 2</p> <p>Functional Responsibility: The Project Manager is responsible for managing and completing complex projects. Project Managers are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The Project Manager is also responsible for maintaining appropriate communications with customer personnel and insuring that customer is completely satisfied with all aspects of the project. The Project manager also manages the test and acceptance process through final customer acceptance. The entry level Project Manager is responsible for managing smaller projects with fewer personnel and less risk.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|---|
| 132-51 | PJM3 | BS+10 | <p>Labor Category: Project Manager Level 3</p> <p>Functional Responsibility: The Project Manager is responsible for managing and completing complex projects. Project Managers are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The Project Manager is also responsible for maintaining appropriate communications with customer personnel and insuring that customer is completely satisfied with all aspects of the project. The Project manager also manages the test and acceptance process through final customer acceptance. The mid-level Project Manager is responsible for managing complex projects with more personnel and a higher level of risk.</p> |
| 132-51 | PJM4 | BS+12 | <p>Labor Category: Project Manager Level 4</p> <p>Functional Responsibility: The Project Manager is responsible for managing and completing complex projects. Project Managers are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The Project Manager is also responsible for maintaining appropriate communications with customer personnel and insuring that customer is completely satisfied with all aspects of the project. The Project manager also manages the test and acceptance process through final customer acceptance. The senior level Project Manager manages large complex projects with multiple technologies and/or multiple engineers. In addition, the senior level Project Manager may provide some direction and oversight of customer personnel who have responsibility for some elements of the overall project plan.</p> |
| 132-51 | PJM5 | BS+16 | <p>Labor Category: Project Manager Level 5</p> <p>Functional Responsibility: The Project Manager is responsible for managing and completing complex projects. Project Managers are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The Project Manager is also responsible for maintaining appropriate communications with customer personnel and insuring that customer is completely satisfied with all aspects of the project. The Project manager also manages the test and acceptance process through final customer acceptance. The senior level Project Manager manages large complex projects with multiple technologies and/or multiple engineers. In addition, the senior level Project Manager may provide some direction and oversight of customer personnel who have responsibility for some elements of the overall project plan.</p> |
| 132-51 | PSS1 | HS+2 | <p>Labor Category: Project Support Specialist Level 1</p> <p>Functional Responsibility: The Project Specialist provides a wide range of general IT based services which support the functional requirements of a project or customer activity. These areas may include data quality analysis, quality assurance, system or business operations, administration or management support, technical writing or documentation support, training, Earned Value Management support, or general technical expertise in support of customers activities. The support specialist staff can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Entry level Support Specialists work under the direction of other personnel to produce specific work products or to work as part of a team</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|---|
| 132-51 | PSS2 | HS+3 | <p>Labor Category: Project Support Specialist Level 2</p> <p>Functional Responsibility: The Project Specialist provides a wide range of general IT based services which support the functional requirements of a project or customer activity. These areas may include data quality analysis, quality assurance, system or business operations, administration or management support, technical writing or documentation support, training, Earned Value Management support, or general technical expertise in support of customers activities. The support specialist staff can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Entry level Support Specialists work under the direction of other personnel to produce specific work products or to work as part of a team.</p> |
| 132-51 | PSS3 | HS+5 | <p>Labor Category: Project Support Specialist Level 3</p> <p>Functional Responsibility: The Project Specialist provides a wide range of general IT based services which support the functional requirements of a project or customer activity. These areas may include data quality analysis, quality assurance, system or business operations, administration or management support, technical writing or documentation support, training, Earned Value Management support, or general technical expertise in support of customers activities. The support specialist staff can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Mid-level Support Specialists can support significant work responsibilities with minimal management oversight.</p> |
| 132-51 | SME1 | BS+16 | <p>Labor Category: Subject Matter Expert Level 1</p> <p>Functional Responsibility: The Subject Matter Expert provides expertise in a specific area of technology such as networking, data protection, data security. In this capacity, the subject matter expert provides specialized analysis, planning, design, modeling, and implementation support. The subject matter expert will employ integrated methodologies appropriate to each task to ensure that the customer's business requirements are met or exceeded. The subject matter expert can supplement an existing organization or provide complete project fulfillment in concert with other functional areas. The mid-level Subject Matter Expert possesses significant technical support in the stated area of technology. In addition to supporting customer requirements directly, the mid-level Subject Matter Expert is capable of providing direction to a team project.</p> |
| 132-51 | SME2 | BS+20 | <p>Labor Category: Subject Matter Expert Level 2</p> <p>Functional Responsibility: The Subject Matter Expert provides expertise in a specific area of technology such as networking, data protection, data security. In this capacity, the subject matter expert provides specialized analysis, planning, design, modeling, and implementation support. The subject matter expert will employ integrated methodologies appropriate to each task to ensure that the customer's business requirements are met or exceeded. The subject matter expert can supplement an existing organization or provide complete project fulfillment in concert with other functional areas. The senior level Subject Matter Expert is a recognized expert in a given area of technology. In addition to providing significant technology support, the senior level Subject Matter Expert is capable of directing teams engaged in large scale, complex projects.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | TEC1 | HS+2 | <p>Labor Category: Technician Level 1</p> <p>Functional Responsibility: The Technician provides a range of technical services to support the installation and implementation of networks and computer systems. Duties may range from basic tasks such as unpacking and setting up equipment and removing packing materials, to installing cabling and rack mounted equipment, to basic configuration and testing. The entry level Technician works on simple projects independently or is assigned to larger more complex projects and works under the direction of more senior personnel.</p> |
| 132-51 | TEC2 | HS+3 | <p>Labor Category: Technician Level 2</p> <p>Functional Responsibility: The Technician provides a range of technical services to support the installation and implementation of networks and computer systems. Duties may range from basic tasks such as unpacking and setting up equipment and removing packing materials, to installing cabling and rack mounted equipment, to basic configuration and testing. The entry level Technician works on simple projects independently or is assigned to larger more complex projects and works under the direction of more senior personnel.</p> |
| 132-51 | TEC3 | HS+5 | <p>Labor Category: Technician Level 3</p> <p>Functional Responsibility: The Technician provides a range of technical services to support the installation and implementation of networks and computer systems. Duties may range from basic tasks such as unpacking and setting up equipment and removing packing materials, to installing cabling and rack mounted equipment, to basic configuration and testing. The senior level Technician works on larger and more complex projects independently or provides direction on large projects to less senior personnel.</p> |
| 132-51 | TEC4 | BS | <p>Labor Category: Technician Level 4</p> <p>Functional Responsibility: The Technician provides a range of technical services to support the installation and implementation of networks and computer systems. Duties may range from basic tasks such as unpacking and setting up equipment and removing packing materials, to installing cabling and rack mounted equipment, to basic configuration and testing. The senior level Technician works on larger and more complex projects independently or provides direction on large projects to less senior personnel.</p> |
| 132-51 | TSG1 | 0 | <p>Labor Category: Task Support Generalist Level 1</p> <p>Functional Responsibility: The Level 1 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 1 TSG works on simple tasks independently or works as part of a team on larger more complex projects under the direction of a Project Manager or Project Leader.</p> |
| 132-51 | TSG2 | 2 | <p>Labor Category: Task Support Generalist Level 2</p> <p>Functional Responsibility: The Level 2 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 2 TSG works on simple tasks independently or works as part of a team on larger more complex projects under the direction of a Project Manager or Project Leader.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | TSG3 | 5 | <p>Labor Category: Task Support Generalist Level 3</p> <p>Functional Responsibility: The Level 3 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 3 TSG can work independently on complex support tasks and can also provide support and assistance to Level 1 and 2 TSG personnel in a team project.</p> |
| 132-51 | TSG4 | 7 | <p>Labor Category: Task Support Generalist Level 4</p> <p>Functional Responsibility: The Level 4 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 4 can work independently on complex support tasks and can also provide support and assistance to Level 1 and 2 TSG personnel in a team project.</p> |
| 132-51 | TSG5 | HS | <p>Labor Category: Task Support Generalist Level 5</p> <p>Functional Responsibility: The Level 5 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 5 TSG is assigned to more complex support tasks or performs as a team lead directing and coordinating the work of all team members to complete projects successfully.</p> |
| 132-51 | TSG6 | HS+2 | <p>Labor Category: Task Support Generalist Level 6</p> <p>Functional Responsibility: The Level 6 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. Level 6 TSG is assigned to the most complex support tasks or performs as a team lead directing and coordinating the work of all team members to complete projects successfully.</p> |
| 132-51 | TSS1 | BS | <p>Labor Category: Technical Support Specialist Level 1</p> <p>Functional Responsibility: The Technical Support Specialist provides a wide range of IT skills and services to support the functional requirements of a project or customer activity. These skills and services may include onsite support, programming, database administration, system or network administration or configuration management, technical writing or documentation support, training, or other general technical expertise in support of customer's activities. The technical support specialist can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Entry level Technical Support Specialists generally provide support for one specific job function or technology and take direction from more senior personnel.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|---|
| 132-51 | TSS2 | BS+2 | <p>Labor Category: Technical Support Specialist Level 2</p> <p>Functional Responsibility: The Technical Support Specialist provides a wide range of IT skills and services to support the functional requirements of a project or customer activity. These skills and services may include onsite support, programming, database administration, system or network administration or configuration management, technical writing or documentation support, training, or other general technical expertise in support of customer's activities. The technical support specialist can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Mid-level Support Specialists can support significant work responsibilities with minimal management oversight.</p> |
| 132-51 | TSS3 | BS+5 | <p>Labor Category: Technical Support Specialist Level 3</p> <p>Functional Responsibility: The Technical Support Specialist provides a wide range of IT skills and services to support the functional requirements of a project or customer activity. These skills and services may include onsite support, programming, database administration, system or network administration or configuration management, technical writing or documentation support, training, or other general technical expertise in support of customer's activities. The technical support specialist can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Mid-level Support Specialists can support significant work responsibilities with minimal management oversight.</p> |
| 132-51 | TSS4 | BS+10 | <p>Labor Category: Technical Support Specialist Level 4</p> <p>Functional Responsibility: Leads a wide range of IT skills and services to support the functional requirements of a project or customer activity. These skills and services may include on-site support, programming, database administration, system or network administration, configuration management, technical writing, documentation support, training, or other general technical expertise in support of customer's activities. The Level 4 TSS can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Level 4 TSS personnel is responsible for management oversight of TSS Levels 1-3.</p> |
| 132-51 | TWR1 | BS+2 | <p>Labor Category: Technical Writer 1</p> <p>Functional Responsibility: Under direct supervision, prepares instruction manuals, journal articles, and other supporting documents to simplify communication of complex and technical information. Develops, gathers, and disseminates technical information among customers, designers, and manufacturers. Works with internal teams to gain understanding of product and documentation requirements. Produces quality documentation that meets applicable standards. Assists with creating, updating and maintaining information repository. Coordinates, and revises material for publication in written and electronic form (e.g. manuals, SOPs, websites, etc.)</p> |
| 132-51 | TWR2 | BS+5 | <p>Labor Category: Technical Writer 2</p> <p>Functional Responsibility: Prepares instruction manuals, journal articles, and other supporting documents to simplify communication of complex and technical information. Designs engaging training materials for a variety of delivery methods, including instructor-led, computer-based, and web-based training. Develops, gathers, and disseminates technical information among customers, designers, and manufacturers. Works with internal teams to gain understanding of product and documentation requirements. Produces quality documentation that meets applicable standards. Assists with creating, updating and maintaining information repository. Coordinates, and revises material for publication in written and electronic form (e.g. manuals, SOPs, websites, etc.)</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | TWR3 | BS+7 | <p>Labor Category: Technical Writer 3</p> <p>Functional Responsibility: Independently prepares instruction manuals, journal articles, and other supporting documents to simplify communication of complex and technical information. Designs engaging training materials for a variety of delivery methods, including instructor-led, computer-based, and web-based training. Develops, gathers, and disseminates technical information among customers, designers, and manufacturers. Works with internal teams to gain understanding of product and documentation requirements. Produces quality documentation that meets applicable standards. Assists with creating, updating and maintaining information repository. Coordinates, and revises material for publication in written and electronic form (e.g. manuals, SOPs, websites, etc.)</p> |
| 132-51 | TWR4 | BS+10 | <p>Labor Category: Technical Writer 4</p> <p>Functional Responsibility: Leads preparation of instruction manuals, journal articles, and other supporting documents to simplify communication of complex and technical information. Designs engaging training materials for a variety of delivery methods, including instructor-led, computer-based, and web-based training. Develops, gathers, and disseminates technical information among customers, designers, and manufacturers. Works with internal teams to gain understanding of product and documentation requirements. Produces quality documentation that meets applicable standards. Assists with creating, updating and maintaining information repository. Coordinates, and revises material for publication in written and electronic form (e.g. manuals, SOPs, websites, etc.)</p> |
| 132-51 | MMS1 | BS+2 | <p>Labor Category: Multimedia Specialist 1</p> <p>Functional Responsibility: Under direct supervision, assists with the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, TV scripts, internal/external websites, multimedia presentations. Promotes content standards and consistency across websites or content management systems. Works with communications staff to ensure content supports corporate goals. Edits and manages the communication content of websites, including communications. Performs various aspects of digital and graphic design including, but not limited to drawing, web development and design, web user interface, interactivity, flash and animation and 3D computer modelling. Ensures designs are consistent with customer requirements.</p> |
| 132-51 | MMS2 | BS+5 | <p>Labor Category: Multimedia Specialist 2</p> <p>Functional Responsibility: Under general supervision, assists with the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, TV scripts, internal/external websites, multimedia presentations. Promotes content standards and consistency across websites or content management systems. Works with communications staff to ensure content supports corporate goals. Edits and manages the communication content of websites, including communications. Performs various aspects of digital and graphic design including, but not limited to drawing, web development and design, web user interface, interactivity, flash and animation and 3D computer modelling. Ensures designs are consistent with customer requirements.</p> |
| 132-51 | MMS3 | BS+7 | <p>Labor Category: Multimedia Specialist 3</p> <p>Functional Responsibility: Independently assists with the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, TV scripts, internal/external websites, multimedia presentations. Promotes content standards and consistency across websites or content management systems. Works with communications staff to ensure content supports corporate goals. Edits and manages the communication content of websites, including communications. Performs various aspects of digital and graphic design including, but not limited to drawing, web development and design, web user interface, interactivity, flash and animation and 3D computer modelling. Ensures designs are consistent with customer requirements.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | MMS4 | BS+10 | <p>Labor Category: Multimedia Specialist 4</p> <p>Functional Responsibility: Leads the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, TV scripts, internal/external websites, multimedia presentations. Promotes content standards and consistency across websites or content management systems. Works with communications staff to ensure content supports corporate goals. Edits and manages the communication content of websites, including communications. Performs various aspects of digital and graphic design including, but not limited to drawing, web development and design, web user interface, interactivity, flash and animation and 3D computer modelling. Ensures designs are consistent with customer requirements.</p> |
| 132-51 | BSP1 | BS+2 | <p>Labor Category: Business Systems Programmer/Program Analyst I</p> <p>Functional Responsibility: Under direct supervision, gathers and analyzes development and design (i.e. web, software, application) requirements. Identifies key features of solution. Designs / programs prototypes based on specifications. Writes / develops source code to accomplish system design. Performs system testing, troubleshooting, administration. Identifies system deficiencies and develops solutions. Prepares software/application technical documentation. Experience in design, programming and development using a variety of formats, including, but not limited to: HTML, CSS, JavaScript, BASIC, C, C++, COBOL, FORTRAN, Ada, and content management systems</p> |
| 132-51 | BSP2 | BS+5 | <p>Labor Category: Business Systems Programmer/Analyst 2</p> <p>Functional Responsibility: Under general supervision, gathers and analyzes development and design (i.e. web, software, application) requirements. Identifies key features of solution. Designs prototypes based on specifications. Writes / develops source code to accomplish system design. Performs system testing, troubleshooting, administration. Identifies system deficiencies and develops solutions. Prepares software/application technical documentation. Provides tools and services to help product management and project management teams deploy releases into production. Participates in the release management lifecycle including scheduling, coordinating and managing releases of the solution. Experience in design, programming and development using a variety of formats, including, but not limited to: HTML, CSS, JavaScript, BASIC, C, C++, COBOL, FORTRAN, Ada, and content management systems</p> |
| 132-51 | BSP3 | BS+7 | <p>Labor Category: Business Systems Programmer/Analyst 3</p> <p>Functional Responsibility: Independently gathers and analyzes development and design (i.e. web, software, application) requirements. Identifies key features of solution. Designs prototypes based on specifications. Writes / develops source code to accomplish system design. Performs system testing, troubleshooting, administration. Identifies system deficiencies and develops solutions. Prepares software/application technical documentation. Provides tools and services to help product management and project management teams deploy releases into production. Participates in the release management lifecycle including scheduling, coordinating and managing releases of the solution. Experience in design, programming and development using a variety of formats, including, but not limited to: HTML, CSS, JavaScript, BASIC, C, C++, COBOL, FORTRAN, Ada, and content management systems</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | BSP4 | BS+10 | <p>Labor Category: Business Systems Programmer/Analyst 4</p> <p>Functional Responsibility: Leads and directs other developers in the design of highly complex software or applications. Gathers and analyzes development and design (i.e. web, software, application) requirements. Identifies key features of solution. Designs prototypes based on specifications. Writes / develops source code to accomplish system design. Performs system testing, troubleshooting, administration. Identifies system deficiencies and develops solutions. Prepares software/application technical documentation. Provides tools and services to help product management and project management teams deploy releases into production. Participates in the release management lifecycle including scheduling, coordinating and managing releases of the solution. Performs feasibility analysis on potential future projects to management. Experience in design, programming and development using a variety of formats, including, but not limited to: HTML, CSS, JavaScript, BASIC, C, C++, COBOL, FORTRAN, Ada, and content management systems</p> |
| 132-51 | COM1 | BS+2 | <p>Labor Category: Communications Specialist 1</p> <p>Functional Responsibility: Under direct supervision, creates, develops, and/or maintains effective communication strategies. Coordinates external and internal communications flow (memos, newsletters etc.) Designs sketches for mass media communication. Writes communications content. Plans events, seminars and press conferences. Communicates with media (inquiries, interviews, statements, etc.) Collaborates with marketing teams. Maintains mailing lists for dissemination of materials. Assists in the development of issue-related reports.</p> |
| 132-51 | COM2 | BS+5 | <p>Labor Category: Communications Specialist 2</p> <p>Functional Responsibility: Under general supervision, creates, develops, and/or maintains effective communication strategies. Coordinates external and internal communications flow (memos, newsletters etc.) Designs sketches for mass media communication. Writes communications content. Plans events, seminars and press conferences. Communicates with media (inquiries, interviews, statements, etc.). Collaborates with marketing teams. Maintains mailing lists for dissemination of materials. Assists in the development of issue-related reports. Performs quality assurance of communications materials. Manages communications statements of work, timelines and budgets.</p> |
| 132-51 | COM3 | BS+7 | <p>Labor Category: Communications Specialist 3</p> <p>Functional Responsibility: Independently creates, develops, and/or maintains effective communication strategies. Researches, plans, and executes complex marketing, public relations, branding, strategy, media buying and communications projects. Coordinates external and internal communications flow (memos, newsletters etc.) Designs sketches for mass media communication. Writes communications content. Plans events, seminars and press conferences. Communicates with media (inquiries, interviews, statements, etc.) Collaborates with marketing teams. Maintains mailing lists for dissemination of materials. Assists in the development of issue-related reports. Performs quality assurance of communications materials. Manages large communications projects and staff, including statements of work, timelines and budgets.</p> |
| 132-51 | COM4 | BS+10 | <p>Labor Category: Communications Specialist 4</p> <p>Functional Responsibility: Leads the creation, development, and/or maintenance of effective communication strategies. Researches, plans, and executes complex marketing, public relations, branding, strategy, media buying and communications projects. Coordinates external and internal communications flow (memos, newsletters etc.) Designs sketches for mass media communication. Writes communications content. Plans events, seminars and press conferences. Communicates with media (inquiries, interviews, statements, etc.) Collaborates with marketing teams. Performs quality assurance of communications materials. Manages communications statements of work, timelines and budgets. Manages large communications projects and staff, including statements of work, timelines and budgets.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|---|
| 132-51 | BSA1 | BS+2 | <p>Labor Category: Business Systems / Process Analyst I</p> <p>Functional Responsibility: Under direct supervision analyzes technology systems and processes (e.g., applications, software, architecture, business processes etc.) for different applications. Identifies IT deficiencies that prevent business goals. Assists with the development of test scripts and implementation. Possess working knowledge of structured analysis, data modeling, information systems engineering, cloud computing, financial modeling, sampling, and cost/benefit analysis to plan the system. Specifies the inputs to be accessed by the system, designs the processing steps, and formats the output to meet the users' needs. Prepares cost-benefit and return-on-investment analyses. Assists with the review of work products for correctness; adherence to the design concept and to user standards; review of program documentation to assure government standards/requirements are adhered to; and progress in accordance with schedules.</p> |
| 132-51 | BSA2 | BS+5 | <p>Labor Category: Business Systems / Process Analyst 2</p> <p>Functional Responsibility: Under general supervision analyzes technology systems and processes (e.g., applications, software, architecture, business processes etc.) for different applications. Identifies IT deficiencies that prevent business goals. Assists with the development of test scripts and service requirements; works closely with end users on project development and implementation. Possess working knowledge of structured analysis, data modeling, information systems engineering, cloud computing, financial modeling, sampling, and cost/benefit analysis to plan the system. Specifies the inputs to be accessed by the system, designs the processing steps, and formats the output to meet the users' needs. Prepares cost-benefit and return-on-investment analyses. Assists with the review of work products for correctness; adherence to the design concept and to user standards; review of program documentation to assure government standards/requirements are adhered to; and progress in accordance with schedules.</p> |
| 132-51 | BSA3 | BS+7 | <p>Labor Category: Business Systems / Process Analyst 3</p> <p>Functional Responsibility: Independently analyzes technology systems and processes (e.g., applications, software, architecture, business processes etc.) for different applications. Identifies IT deficiencies that prevent business goals. Assists with the development of test scripts and service requirements; works closely with end users on project development and implementation. Possess working knowledge of structured analysis, data modeling, information systems engineering, cloud computing, financial modeling, sampling, and cost/benefit analysis to plan the system. Specifies the inputs to be accessed by the system, designs the processing steps, and formats the output to meet the users' needs. Prepares cost-benefit and return-on-investment analyses. Provides technical and administrative direction for personnel performing development tasks, including the review of work products for correctness; adherence to the design concept and to user standards; review of program documentation to assure government standards/requirements are adhered to; and progress in accordance with schedules.</p> |
| 132-51 | BSA4 | BS+10 | <p>Labor Category: Business Systems / Process Analyst 4</p> <p>Functional Responsibility: Leads analysis of technology systems and processes (e.g., applications, software, architecture, business processes etc.) for different applications. Identifies IT deficiencies that prevent business goals. Assists with the development of test scripts and service requirements; works closely with end users on project development and implementation. Possess working knowledge of structured analysis, data modeling, information systems engineering, cloud computing, financial modeling, sampling, and cost/benefit analysis to plan the system. Specifies the inputs to be accessed by the system, designs the processing steps, and formats the output to meet the users' needs. Prepares cost-benefit and return-on-investment analyses. Assists other analysts with evaluation and preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | CFA1 | BS+1 | <p>Labor Category: Configuration Analyst 1</p> <p>Functional Responsibility: Under direct supervision, assists with the review and coordination of general activities. Participates in reviewing changes produced from product design and/or configuration reviews to determine the effect on the end product design and function and determines and prepares documentation necessary for change. Follows process for change reporting, as directed. Reviews released engineering change data, configuration management database configuration items, and changes documenting activities to ensure adherence to configuration management procedures and policies. Gaining exposure to some of the moderately complex tasks within the job function. Occasionally directed in several aspects of the work.</p> |
| 132-51 | CFA2 | BS+5 | <p>Labor Category: Configuration Analyst 2</p> <p>Functional Responsibility: Under limited supervision, assists with the review and coordination of moderately complex activities. Assists in analyzing changes of product design and/or configuration to determine the effect on the end product design and function and determines and prepares documentation necessary for change. Follows process for change reporting. Reviews released engineering change data, configuration management database configuration items, and changes documenting activities to ensure adherence to configuration management procedures and policies. Gaining exposure to some of the complex tasks within the job function. Occasionally directed in several aspects of the work.</p> |
| 132-51 | CFA3 | BS+7 | <p>Labor Category: Configuration Analyst 3</p> <p>Functional Responsibility: Independently reviews and coordinates complex activities. Analyzes changes of product design and/or configuration to determine the effect on the end product design and function and determines and prepares documentation necessary for change. Coordinates with customers and manufacturers to determine a process for change reporting. Reviews released engineering change data, configuration management database configuration items, and changes documenting activities to ensure adherence to configuration management procedures and policies. Typically reports to a supervisor or manager. Contributes to moderately complex aspects of a project. Work is generally independent and collaborative in nature.</p> |
| 132-51 | CFA4 | BS+9 | <p>Labor Category: Configuration Analyst 4</p> <p>Functional Responsibility: Leads the review for and coordinates complex activities. Makes recommendations regarding product design and/or configuration to determine if product meets form, fit, function as intended after changes. Coordinates with customers and manufacturers to determine a process for change reporting. Ensures changes windows are adhered to by team. Overall responsibility for Service Level Agreements (SLAs) and Operating Level Agreements (OLAs) for Change and Configuration Management. Reviews released engineering change data, configuration management database configuration items, and changes documenting activities to ensure adherence to configuration management procedures and policies. Work is generally independent and collaborative in nature.</p> |
| 132-51 | PRO1 | BS+2 | <p>Labor Category: Production Specialist 1</p> <p>Functional Responsibility: Under direct supervision, works in the field or studio in various positions, including camera operator, technical director, floor manager, sound technician, editor, master control, tape operations. Works with digital video formats as well as streaming media. Productions range from simple IT-based classroom lecture recording to broadcast-quality productions for IT symposiums. Ensures productions are completed on time and within allocated resources. Content of production materials may include, but are not limited to telemedicine, collaboration and IT training on a variety of IT systems, software and platforms. Must have experience in all aspects of video production and editing, working in both studio and field production, including camera operator, lighting, director, producer, editor and project manager. Excellent customer service skills.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|---|
| 132-51 | PRO2 | BS+5 | <p>Labor Category: Production Specialist 2</p> <p>Functional Responsibility: Under limited supervision, works in the field or studio in various positions, including camera operator, technical director, floor manager, sound technician, editor, master control, tape operations. Works with digital video formats as well as streaming media. Productions range from simple IT-based classroom lecture recording to broadcast-quality productions for IT symposiums. Ensures productions are completed on time and within allocated resources. Content of production materials may include, but are not limited to telemedicine, collaboration and IT training on a variety of IT systems, software and platforms. Works independently to provide video services to staff from approved work orders. Must have experience in all aspects of video production and editing, working in both studio and field production, including camera operator, lighting, director, producer, editor and project manager. Excellent customer service skills.</p> |
| 132-51 | PRO3 | BS+7 | <p>Labor Category: Production Specialist 3</p> <p>Functional Responsibility: Works independently in the field or studio in various positions, including camera operator, technical director, floor manager, sound technician, editor, master control, tape operations. Works with digital video formats as well as streaming media. Productions range from simple IT-based classroom lecture recording to broadcast-quality productions for IT symposiums. Ensures productions are completed on time and within allocated resources. Content of production materials may include, but are not limited to telemedicine, collaboration and IT training on a variety of IT systems, software and platforms. Works independently to provide video services to staff from approved work orders. Must have experience in all aspects of video production and editing, working in both studio and field production, including camera operator, lighting, director, producer, editor and project manager. Excellent customer service skills.</p> |
| 132-51 | PRO4 | BS+10 | <p>Labor Category: Production Specialist 4</p> <p>Functional Responsibility: Leads all aspects of video related development to meet program requirements and customer expectations. Works independently in the field or studio in various positions, including camera operator, technical director, floor manager, sound technician, editor, master control, tape operations. Works with digital video formats as well as streaming media. Productions range from simple IT-based classroom lecture recording to broadcast-quality productions for IT symposiums. Ensures productions are completed on time and within allocated resources. Content of production materials may include, but are not limited to telemedicine, collaboration and IT training on a variety of IT systems, software and platforms. Works independently to provide video services to staff from approved work orders. Must have experience in all aspects of video production and editing, working in both studio and field production, including camera operator, lighting, director, producer, editor and project manager. Excellent customer service skills.</p> |
| 132-51 | HDS1 | HS+2 | <p>Labor Category: Help Desk Specialist 1</p> <p>Functional Responsibility: Under direct supervision, provides phone, email, web, and in-person support to users in the areas of e-mail, directories, computer operating systems, technology equipment, desktop applications for all types of computer systems, and applications. Serves as the first point of contact for troubleshooting hardware/software, all types of computer systems, and mobile applications. Typically works from a script for troubleshooting. CompTIA A+, Network+ or comparable certification desired.</p> |
| 132-51 | HDS2 | HS+4 | <p>Labor Category: Help Desk Specialist 2</p> <p>Functional Responsibility: Provides phone, email, web, and in-person support to users in the areas of e-mail, directories, computer operating systems, desktop applications for all types of computer systems, technology equipment, and applications. Serves as the escalation point of contact for troubleshooting specific hardware/software, all types of computer systems, and mobile applications. Researches solutions to specific problems and develops scripts to allow Tier I support to address problems. CompTIA A+, Network+ or comparable certification desired.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|---|
| 132-51 | HDS3 | BS+6 | <p>Labor Category: Help Desk Specialist 3</p> <p>Functional Responsibility: Provides phone, email, web, and in-person support to users in the areas of e-mail, directories, computer operating systems, desktop applications for all types of computer systems, technology equipment, and applications. Serves as the escalation point of contact for troubleshooting specific hardware/software, all types of computer systems, and mobile applications. Researches solutions to specific problems and develops scripts to allow Tier I and II support to address problems. Interfaces with product Vendors to find the root cause and develop work around to problems. Monitors problem traffic to note trends and perform root cause analysis on frequent issues. CompTIA A+, Network+ or comparable certification required.</p> |
| 132-51 | HDS4 | BS+8 | <p>Labor Category: Help Desk Specialist 4</p> <p>Functional Responsibility: Provides phone, email, web, and in-person support to users in the areas of e-mail, directories, computer operating systems, desktop applications for all types of computer systems, technology equipment, and applications. Serves as the escalation point of contact for troubleshooting specific hardware/software, all types of computer systems, and mobile applications. Researches solutions to specific problems and develops scripts to allow Tier I and II support to address problems. Interfaces with product Vendors to find the root cause and develop work around to problems. Monitors problem traffic to note trends and perform root cause analysis on frequent issues. CompTIA A+, Network+ or comparable certification required.</p> |
| 132-51 | SYS1 | HS+1 | <p>Labor Category: Systems Administrator 1</p> <p>Functional Responsibility: Responsibilities include network, server, cloud platform, websites, platform, and IT systems administration. Implements baseline changes and responds to change requests; performs technical evaluations, analyses, and troubleshooting for all supported systems; builds server and cloud platform configurations by providing technical configuration, setup, installation services, hardware, coordination of application projects; develops technical documentation. MCSA or additional experience may be substituted.</p> |
| 132-51 | SYS2 | HS+3 | <p>Labor Category: Systems Administrator 2</p> <p>Functional Responsibility: Responsible for activities related network, server, cloud platform, websites, platform, and health IT systems administration. Assigns personnel to various projects, directs their activities, and evaluates their work. Ensures long-term requirements of systems operations and administration are included in the overall information systems planning of the organization. Responsible for the installation, maintenance, configuration, and integrity of computer software. Implements operating system enhancements that will improve the reliability and performance of the system. MCSA or additional experience may be substituted.</p> |
| 132-51 | SYS3 | BS+1 | <p>Labor Category: Systems Administrator 3</p> <p>Functional Responsibility: Responsible for activities related network, server, cloud platform, websites, platform, and health IT systems administration. Assigns personnel to various projects, directs their activities, and evaluates their work. Ensures long-term requirements of systems operations and administration are included in the overall information systems planning of the organization. Responsible for the installation, maintenance, configuration, and integrity of computer software. Implements operating system enhancements that will improve the reliability and performance of the system.</p> |
| 132-51 | SYS4 | BS+3 | <p>Labor Category: Systems Administrator 4</p> <p>Functional Responsibility: Responsible for activities related network, server, cloud platform, websites, platform, and health IT systems administration. Assigns personnel to various projects, directs their activities, and evaluates their work. Ensures long-term requirements of systems operations and administration are included in the overall information systems planning of the organization. Responsible for the installation, maintenance, configuration, and integrity of computer software. Implements operating system enhancements that will improve the reliability and performance of the system.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|---|
| 132-51 | TST1 | HS+2 | <p>Labor Category: Test Engineer 1</p> <p>Functional Responsibility: Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Writes, implements and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements for complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. CompTIA A+, Network+ or comparable certification desired.</p> |
| 132-51 | TST2 | HS+5 | <p>Labor Category: Test Engineer 2</p> <p>Functional Responsibility: Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Writes, implements and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements for complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. CompTIA A+, Network+ or comparable certification desired.</p> |
| 132-51 | TST3 | HS+10 | <p>Labor Category: Test Engineer 3</p> <p>Functional Responsibility: Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Writes, implements and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements for complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. CompTIA A+, Network+ or comparable certification desired.</p> |
| 132-51 | TST4 | BS+4 | <p>Labor Category: Test Engineer 4</p> <p>Functional Responsibility: Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Writes, implements and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements for complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.</p> |
| 132-51 | QAE1 | HS+2 | <p>Labor Category: Quality Assurance Engineer 1</p> <p>Functional Responsibility: Under direct supervision, carries out procedures to ensure that all information systems products and services meet organization standards and end-user requirements. Responsible for verification and validation, testing, quality assurance, and/or process improvement. May create and/or validate test data for applications/systems, package / test applications, or image/test devices. Reviews and evaluates products and/or processes. Performs workflow analysis and recommends quality improvements. Devises improvements to current procedures and develops models of possible future configurations. CompTIA A+ or additional experience required.</p> |

| SIN | MFG Part # | *Education and Experience | Product Description Labor Category |
|--------|------------|---------------------------|--|
| 132-51 | QAE2 | BS+2 | <p>Labor Category: Quality Assurance Engineer 2</p> <p>Functional Responsibility: Under general direction, carries out procedures to ensure that all information systems products and services meet organization standards and end-user requirements. Responsible for verification and validation, testing, quality assurance, and/or process improvement. May create and/or validate test data for applications/systems, package / test applications, or image/test devices. Reviews and evaluates products and/or processes. Performs workflow analysis and recommends quality improvements. Devises improvements to current procedures and develops models of possible future configurations.</p> |
| 132-51 | QAE3 | BS+5 | <p>Labor Category: Quality Assurance Engineer 3</p> <p>Functional Responsibility: Independently carries out procedures to ensure that all information systems products and services meet organization standards and end-user requirements. Responsible for verification and validation, testing, quality assurance, and/or process improvement. May create and/or validate test data for applications/systems, package / test applications, or image/test devices. Reviews and evaluates products and/or processes. Performs workflow analysis and recommends quality improvements. Devises improvements to current procedures and develops models of possible future configurations.</p> |
| 132-51 | QAE4 | BS+8 | <p>Labor Category: Quality Assurance Engineer 4</p> <p>Functional Responsibility: Leads and establishes QA processes and sets up testing environments within all process frameworks (i.e. agile, waterfall, etc.) Develops and adheres to QA procedures to ensure that all information systems products and services meet organization standards and end-user requirements. Responsible for verification and validation, testing, quality assurance, and/or process improvement. May create and/or validate test data for applications/systems, package / test applications, or image/test devices. Reviews and evaluates products and/or processes. Performs complex workflow analysis and recommends quality improvements. Devises improvements to current procedures and develops models of possible future configurations. Performs complex workflow analysis and recommends quality improvements.</p> |

*Equivalencies - Please refer to the attached Equivalency Substitution Tables for experience and certification equivalents

Equivalency Substitution Table Years of Experience for Education

| REQUIREMENT | EQUIVALENCY 1 | EQUIVALENCY 2 | EQUIVALENCY 3 | EQUIVALENCY 4 | EQUIVALENCY 5 |
|----------------------------|---|--|--|---|---|
| PhD | Masters Degree +3 years related experience | Bachelors Degree+ 5 years related experience | Associates Degree +7 years related experience | High School Diploma/GED + 10 years related experience | No High School Diploma/GED +11 years related experience |
| Masters Degree | Bachelors Degree +2 years related experience | Associates Degree + 4 years experience | High School Diploma/GED + 7 years related experience | 8 years related experience | PhD with 3 years experience credit |
| Bachelors Degree | Associates Degree +2 years related experience | High School Diploma/GED + 5 years related experience | 6 years related experience | Masters Degree with 2 years experience credit | PhD with 5 years experience credit |
| Associates Degree | High School Diploma/GED + 2 years related experience | 3 years related experience | Bachelors Degree with 2 years experience credit | Masters Degree with 4 years experience credit | PhD with 7 years experience credit |
| High School Diploma/GED | 1 Year experience | Associates Degree with 2 years experience credit | Bachelors Degree with 5 years experience credit | Masters Degree with 7 years experience credit | PhD with 10 years experience credit |
| No High School Diploma/GED | High School Diploma/GED with 1 year experience credit | Associates Degree with 3 years experience credit | Bachelors Degree with 6 years experience credit | Masters Degree with 8 years experience credit | PhD with 11 years experience credit |

Equivalency Substitution Table Certifications for Years of Experience

| VENDOR | ASSOCIATE CERTIFICATIONS | PROFESSIONAL CERTIFICATIONS | EXPERT CERTIFICATIONS |
|----------|---|---|--|
| Cisco | Cisco Certified Network Associate (CCNA), Cisco Certified Design Associate (CCDA) | Cisco Certified Design Professional (CCDP), Cisco Certified Network Professional (CCNP) | Cisco Certified Design Expert (CCDE), The Cisco Certified Internetwork Expert (CCIE), Cisco Certified Architect (CCAr) |
| Dell/EMC | All Dell/EMC Associate level certifications | All Dell/EMC Professional, Specialist, and Product Technology level certifications | All Dell/EMC Expert & Master level certifications |
| Juniper | Juniper Networks Certified Associate, Juniper Networks Certified Specialist | Juniper Networks Certified Internet Professional (JNCIP) | Juniper Networks Certified Internet Expert (JNCIE) |
| RSA | RSA Associate and Administrator level certifications | RSA Professional and Analyst level certifications | N/A |
| HPI | Accredited Integration Specialist | Accredited Technical Professional | Accredited Solutions Expert, Master Accredited Solutions Expert |

| VENDOR | ASSOCIATE CERTIFICATIONS | PROFESSIONAL CERTIFICATIONS | EXPERT CERTIFICATIONS |
|---------------|--|--|--|
| HPE | Associate and ATP level certifications, Product and Sales certifications | Professional and ASE level certifications | Expert and Master ASE level certifications |
| McAfee | N/A | Certified McAfee Product Specialist | N/A |
| NetApp | NetApp Certified Storage Associate - Hybrid Cloud | NetApp Certified Administrator, NetApp Certified Engineer, NetApp Certified Specialist | NetApp Certified Architect |
| Vmware | VMware Certified Associate (VCA) | VMWare Certified Professional (VCP) | VMware Certified Advanced Professional (VCAP), VMware Certified Design Expert (VCDX) |
| Citrix | Citrix Certified Associate, Citrix Certified Endpoint Management, Citrix ShareFile Certified, Citrix Virtual Apps and Desktops Service Certified | Citrix Certified Professional | Citrix Certified Expert |
| Microsoft | MTA, MCSA | MCSE, MCSA | N/A |
| IBM | IBM Certification | IBM Certification+ | IBM Mastery Certification |
| Symantec | N/A | Symantec Certified Specialist | N/A |
| Apple | Apple Certified Associate | Apple Certified Professional; Apple Certified Technician, Apple Certified Technical Coordinator, Apple Certified Administrator | Apple Certified Trainer |
| Polycom | N/A | Polycom Certified Videoconferencing Engineer (PCVE) | N/A |
| Tenable | Tenable Certified Sales Associate | Tenable Certified Engineer | N/A |
| Palo Alto | Accredited Configuration Engineer (ACE), Accredited Sales Expert (ASE) | Palo Alto Networks Certified Network Security Engineer (PCNSE) | N/A |
| SNIA | SNIA Certified Storage Professional (SCSP) | SNIA Certified Storage Architect (SCSA) | SNIA Certified Storage Networking Expert (SCSN-E) |
| PMI | N/A | Project Management Institute PMP | N/A |
| ITIL | ITIL Foundation | ITIL Practitioner, ITIL Intermediate | ITIL Expert, ITIL Master |
| Six Sigma | Yellow Belt | Green Belt | Black Belt |
| BISCI | N/A | N/A | Registered Communications Distribution Designer (RCDD) |
| Industry | CompTIA IT Fundamentals+, CompTIA A+ | ISC2 Certified Information Systems Security Professional (CISSP), All other CompTIA certifications not noted as Associate | N/A |

Notes:

- ◆ Associate Level = 1 year of experience
- ◆ Professional Level = 3 years of experience
- ◆ Expert Level = 5 years of experience

- ◆ Iron Bow Technologies reevaluates and re-categorizes certifications on a yearly basis in order to accurately ascertain their value for our customers.
- ◆ Certifications may be added or substituted.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Iron Bow Technologies, LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Jodie Vaughn, 703-674-5283, Jodie.vaughn@ironbow.com

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

| MODEL NUMBER/PART NUMBER | *SPECIAL BPA DISCOUNT/PRICE |
|--------------------------|-----------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- (2) Delivery:

| DESTINATION | DELIVERY SCHEDULES / DATES |
|-------------|----------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

| OFFICE | POINT OF CONTACT |
|--------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

SUPPLEMENTAL TERMS AND CONDITIONS



IRONCARE AND MANAGED CARE TERMS AND CONDITIONS

These IronCare & Managed Care Terms and Conditions represent the agreement (“Agreement”) that governs the delivery of IronCare Maintenance, Managed Care, and/or Cloud Video Services (herein referred to as the “Services”) from Iron Bow Technologies, LLC (“Iron Bow”).

1. Related Documents. This Agreement should be read in conjunction with, the following documents also posted at <https://ironbowhealthcare.com/resources/downloads/> (together, the “Supplemental Documents”):

- a) The Applicable Service Description(s), including, but not limited to:
 - i. IronCare Maintenance MEDiC/CLINiC;
 - ii. Bronze Managed Care MEDiC/CLINiC;
 - iii. Silver Managed Care CLINiC;
 - iv. Gold Managed Care CLINiC; and
 - v. Cloud Video Services.
- b) Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement; and
- c) Iron Bow RMA, DOA, and Return Policy.

All capitalized terms in this description have the meaning ascribed to them herein, or, if not defined herein, in the Definitions of Terms.

2. Parties. This Agreement is entered into between Iron Bow and each (a) Customer who purchases the Services either directly from Iron Bow or through an Iron Bow Authorized Partner for their own use; or (b) an Iron Bow Authorized Partner (sometimes referred to herein as an “Authorized Partner”) who is registered and permitted by Iron Bow to obtain the Services for their Customers or for the Authorized Partner’s own internal end-use. In either case, the second party hereto is referred to as a “Customer” or “End User” herein. Customer’s purchase of the Services is Customer’s act of acceptance of this Agreement, and no further action or acknowledgement is required therefrom.

3. The Services. The Services are those services which are:

- a) More fully described and detailed in the Supplemental Documents, which set forth Iron Bow’s offering, eligibility requirements, service limitations and customer responsibilities. The Supplemental Documents can be found at <https://ironbowhealthcare.com/resources/downloads/>; and
- b) Either:
 - i. Purchased simultaneously with the supported product; or
 - ii. Renewed prior to the end of an existing services contract coverage period. (“Renewal of the Services,” as more fully described below).

** Iron Bow reserves the right to refuse any renewal of the Services for any reason, at its sole and absolute discretion.*

4. Prices and Taxes. Customer shall pay in full and in advance for all of the Services and shall pay all applicable taxes upon purchase thereof. . Iron Bow shall only (and shall only be obligated to) provide the Services as detailed in a Purchase Order for which Iron Bow has been paid the appropriate fee in full.

5. Location. Iron Bow shall invoice, and Customer agrees to pay, insured shipping charges associated with advance replacement units and return of failed units to any non-U.S. customer location. Second business day equipment delivery is provided for commercially available locations and some domestic and international locations are excluded.

6. **Services Performance.** IronCare services are performed using generally recognized commercial (and in some cases, industry specific) practices and standards. Customer agrees to provide prompt notice of any service concerns and Iron Bow may re-perform any service that failed to meet these standards in Iron Bow's sole and absolute discretion. Iron Bow is not liable for the performance or non-performance of third party vendors, their products, or their services, which are not provided by or through Iron Bow.

7. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Iron Bow retains all right, title and interest in and to all marks related to, processes, know-how and knowledge utilized in, and components of the Services, including all worldwide intellectual property and proprietary rights. All inventions, derivatives, discoveries, intellectual property, technical communications, and records originated or prepared pursuant to this Agreement, based on information obtained from Iron Bow, or based on the Services or any part thereof, regardless of the Party responsible for the creation or discovery thereof or improvement thereto, shall be Iron Bow's exclusive property as if originally authored, created, conceived, modified or improved by Iron Bow. Customer agrees to, and shall, execute any document(s) or agreement(s) deemed necessary by Iron Bow to solidify and evidence Iron Bow's right, title and interest therein, or to obtain any form of legal protection therefore. Customer grants Iron Bow a non-exclusive, perpetual, worldwide, royalty-free right and license to any intellectual property that is necessary for Iron Bow and its designees to perform the ordered services.

8. **Confidentiality.**

8.1 Customer is responsible for the security of its proprietary and confidential information. Information exchanged under this Agreement will be treated as confidential only if clearly marked and identified as such at disclosure.

8.2 Each Party agrees not to use any Confidential Information (as defined herein) of the other Party except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the Receiving Party in good faith, those persons with a genuine "need to know" and who will similarly limit the use and disclosure of the information, such as attorneys, accountants, commercial and investment bankers, consultants, Board members and certain key employees). All information which the Disclosing Party considers confidential will be conspicuously marked or otherwise labeled "Confidential," "Proprietary," "Sensitive" or in another manner clearly indicating its confidential and/or proprietary nature or which, in the case of oral information, is specifically identified at the time of disclosure as being confidential, proprietary or sensitive; provided, however, such oral information will be reduced to writing and delivered to the Receiving Party within ten (10) days of oral disclosure. With respect to both Parties hereto, for purposes hereof, Confidential Information will not include any information that: (i) is now or becomes in the public domain through no breach of this Agreement; (ii) is in the possession of the Receiving Party as of the date of execution hereof and is not subject to nondisclosure obligations; (iii) is independently learned by the Receiving Party from a third party without breach of this Agreement; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the Receiving Party. Each Party acknowledges that the other Party will suffer irreparable injury as a result of any use, disclosure, or duplication of its Confidential Information by the other Party in violation of the provisions of this Section 8. Accordingly, either Party will be entitled in such event to seek preliminary and final injunctive relief in addition to any other applicable remedies, including the recovery of damages. The provisions of this Section 8 will survive the termination or expiration of this Agreement. Each Party will notify the other immediately upon learning of any unauthorized use, disclosure, or duplication of Confidential Information.

8.3 Either Party will have the right in its good faith discretion to make such public press releases, announcements or other communications as it reasonably believes are necessary to comply with applicable federal and state securities or other laws and the regulations promulgated by the National

Association of Securities Dealers ("NASD") and/or appropriate securities exchanges, as the case may be, but only to the extent of not divulging any proprietary or Confidential Information of the other Party.

9. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. Iron Bow does not intend to have, and Customer shall not grant Iron Bow, access to personally identifiable information ("PII"), personal health information ("PHI"), or any similarly restricted and protected information of Customer or any third party (together referred to herein as "Customer Protected Information"). To the extent Iron Bow is granted or has access to Customer Protected Information stored on a system or device of Customer, such access will likely be incidental to Iron Bow's primary function and Customer will remain the data controller of Customer Protected Information at all times. Iron Bow will use any Customer Protected Information to which it is granted or has access strictly for purposes of delivering the services ordered.

10 Indemnification; Limitation of Liability.

10.1 Iron Bow's Indemnification Obligation. Iron Bow shall, at its sole expense, indemnify, defend and hold harmless Customer from any and all damages, losses, costs and claims based upon: (i) an allegation that any of the Services supplied under this Agreement infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party; and/or (ii) any grossly negligent or intentionally wrongful act or omission by Iron Bow in the performance of any of the Services supplied under this Agreement, to the proportionate extent Iron Bow is found to be grossly negligent or to have acted intentionally wrongfully. However, Iron Bow shall only be obligated to indemnify, defend and hold harmless Customer pursuant to the foregoing in the event that Customer grants Iron Bow sole control of, and fully cooperates in, the defense and settlement of any such damages, losses, costs and claims. In the event that any of the Services supplied under this Agreement is found to infringe on any intellectual property right of any third-party, Iron Bow may, at its sole and absolute discretion: (a) modify the Services so as to be non-infringing and materially equivalent; (b) procure a license from the owner of the infringed intellectual property, at Iron Bow's sole and absolute discretion; or (c) refund to Customer the prorated balance of any pre-paid amount. The preceding sentence represents Customer's sole recourse and entitlement in the event any of the Services are found to infringe on any intellectual property right of any third-party, and Customer specifically and irrevocably waives its rights to pursue any other or additional damages or compensation of any kind.

10.2 Customer's Indemnification Obligation. Customer shall, at its sole expense, indemnify, defend and hold harmless Iron Bow and its subsidiaries, respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the "Indemnified Parties") from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with this Agreement, whether or not caused or contributed to by Iron Bow based upon: (i) Customer's use of the products covered by the Services or harm caused thereby; (ii) any negligence or alleged negligence or other tortious conduct on the part of Customer or Customer's agents, invitees, employees, contractors, subcontractors, officers, directors, and/or end users; (iii) an allegation that any of the Services or covered product, or portion thereof, infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party due to the manner in which Customer deployed, utilized, or combined the Services or covered product with other products, services, and/or software that was not approved by Iron Bow in writing; (iv) representations or statements about Iron Bow and/or any of its products or services not specifically authorized by Iron Bow herein or otherwise in writing; (v) alterations of a covered product; and (vi) violation of any applicable law, regulation, or order.

10.3 **Liability for Customer Protected Information.** Customer acknowledges that any grant of access or actual access to Customer Protected Information is an error and breach of this Agreement by Customer. Therefore, Customer shall remain responsible for the security of its proprietary and confidential information, including all Customer Protected Information, and shall at its sole expense, indemnify, defend and hold harmless Iron Bow and its subsidiaries, respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the “Indemnified Parties”) from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys’ fees and court costs, resulting from, arising out of, or in any way connected with such a grant of access or actual access to Customer Protected Information, whether or not caused or contributed to by Iron Bow.

10.4 **Limitation of Liability.** IRON BOW’S AND ITS ASSIGNS’ LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT AND ANY ORDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED, THE PRICE PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM (EXCLUDING GROSS SALES TAX). UNDER NO CIRCUMSTANCES WILL IRON BOW OR ITS SUBSIDIARIES, INCLUDING IRON BOW’S AND ITS SUBSIDIARIES’ RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, SUBCONTRACTORS OR LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR THE LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL IRON BOW’S OR ITS SUBSIDIARIES’, INCLUDING IRON BOW’S AND ITS SUBSIDIARIES’ RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, AGENTS’, SUCCESSORS’, ASSIGNS’, SHAREHOLDERS’, SUBCONTRACTORS’, OR LICENSORS’ CUMULATIVE LIABILITY EXCEED THE AMOUNT CUSTOMER PAID IRON BOW FOR THE SERVICES IN CONTROVERSY.

11. **Service Exclusions.**

11.1 The Services do not cover any damage or failure caused by:

- a) Any service, software, or product not provided by Iron Bow which impacts products or the Services (regardless of whether such service, software, or product is performing as intended by its manufacture, failing to function properly, or any functional limitations thereof);
- b) Installation or operation of any covered product not in accordance with instructions supplied by Iron Bow;
- c) Improper deployment, use, combination, site preparation, site conditions, environmental conditions, or any other factor not in compliance with the applicable Supplemental Documents, prerequisites, and/or Customer responsibilities;
- d) Alterations, modifications, repair or maintenance not performed by Iron Bow;
- e) Abnormal physical or electrical stress, abnormal environmental conditions, misuse, abuse, negligence, accident, fire or water damage, electrical disturbances, damage related to relocation or transport of the covered product, or any other cause beyond Iron Bow’s reasonable control;
- f) Any software not provided by Iron Bow; or
- g) Malware (e.g. virus, worm, etc.) not introduced by Iron Bow.

11.2 The Services do not cover any of the following:

- a) Any product, software, or service provided or licensed for beta, evaluation, testing or demonstration purposes;
- b) Any temporary software modules;

- c) Any product or software that Iron Bow expressly provides on an “As Is” basis; or
- d) Any software for which Iron Bow does not receive a license fee.

12. Registration. Customer shall provide the necessary information to register the product to be supported as soon as practicable after the purchase of the Services. In the event a covered product, with proactive monitoring as a component of the Services, changes location, to ensure continued and effective IronCare, Customer must notify Iron Bow of the relocation in writing at least twenty-four (24) hours prior to said relocation, and Customer must further provide the necessary information requested by Iron Bow to make a proper adjustment to the registration. IRON BOW IS NOT OBLIGATED TO PROVIDE THE SERVICES IF CUSTOMER DOES NOT COMPLY AND COOPERATE WITH ITS OBLIGATIONS AS STATED HEREIN. The Services are nontransferable, and shall inure only to the benefit of the original purchaser thereof.

13. Assignment. Customer shall not, and may not, assign this Agreement, in whole or in part, or its rights or obligations hereunder, without Iron Bow’s prior express written consent. In the event of an unauthorized attempted or purported assignment of this Agreement by Customer, Iron Bow shall have an immediate right to terminate this Agreement without any liability whatsoever, and Customer nor its purported assignee shall have any right to continue the Services nor any refund related thereto. This Agreement may be executed and performed by Iron Bow affiliates or assignees.

14. Renewal of the Services. Iron Bow may, in its sole and absolute discretion, offer the option for Customer to purchase Renewal of the Services. Renewal of the Services must be purchased and registered prior to the expiration of the existing service contract. *Any attempt to purchase Renewal of the Services after the expiration of the existing service contract may be subject to a fee to inspect the subject product, at Iron Bow’s sole and absolute discretion. Iron Bow reserves the right to refuse any purchase of Renewal of the Services which Iron Bow determines would require inspection, for any or no reason, at its sole and absolute discretion, before or after inspection thereof.*

15. Term and Termination.

- 15.1 **Term.** This Agreement shall commence on the date of purchase of the subject service contract, or the date of expiration of the previous service contract in the event of a service contract renewal, and remain effective for the warranty, coverage, or service period specified in the order and for which Iron Bow is paid in full at the time of purchase.
- 15.2 **Advance Termination.** Notwithstanding anything to the contrary in this Agreement, Customer may terminate this Agreement, with or without cause, on thirty (30) days written notice to Iron Bow.
- 15.3 **Termination for Cause.** Iron Bow shall have the right to terminate this Agreement immediately, and without any liability whatsoever to Customer or any third party, in the event that Customer (i) breaches any material term hereof or fails to perform or observe any condition of this Agreement (in Iron Bow’s sole discretion); (ii) fails to make timely payment on any order for the Services; (iii) fails to fulfill its obligations and responsibilities hereunder (including under any Supplemental Document) which adversely affects Iron Bow or its ability to provide the Services in its normal course and pursuant to its standard practices; (iv) becomes insolvent; or (v) has a receiver or other similar officer appointed. Failure by Iron Bow to take such action, immediately or otherwise, shall not constitute a waiver of said right or any other right Iron Bow may have through contract, law or otherwise.
- 15.4 **Effect of Termination.** Under no circumstances shall Customer be entitled to any refund due to a termination of this Agreement pursuant to this Section 15. Upon the effective date of any proper termination pursuant to this Section 15, Iron Bow’s obligation to provide any and all services hereunder shall cease without any further or additional liability or obligation on Iron Bow’s behalf.

16. **One Year Limitation; Discrepancies.** Customer may not bring a claim or action regardless of form, arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than one (1) year after the expiration of the term of any of the Services at issue, or more than one (1) year after any such cause of action accrues, whichever is earlier. In addition, Customer agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to Iron Bow's attention in writing within ten (10) days from the date of the incident's occurrence (e.g. invoice date, receipt of good, provision of service, etc.). Customer's failure to raise an administrative discrepancy (with appropriate supporting documentation) within this period will result in the waiver of Customer's right to dispute the incident at a future date.

17. **Force Majeure.** Neither Customer nor Iron Bow shall be liable for any delay in delivery, or delay in the performance of other acts required hereunder (except an obligation to make payment), when resulting from causes wholly beyond the reasonable control of either Party. Such causes shall include, but not be limited to: acts of God, acts of government, wars, revolutions, civil disturbances, strikes, floods, fire, labor disputes or shortages, utility curtailments, power failures, explosions, shortages of equipment or supplies, wrongful acts or omissions of third parties, perils of the sea or other interruption of transportation. Notice to this effect ("Notice of Force Majeure") shall be given in writing or by facsimile, or e-mail confirmed in writing as soon as reasonably possible to the other Party. The existence of such causes of delay shall justify the suspension of performance hereunder by either Party and shall extend the time for such performance for a period equal to the period of delay; provided however, that if such period of delay shall exceed 60 days from the receipt of Notice of Force Majeure, either Party shall have the right to cancel this Agreement without liability.

18. **Notices.** All notice, requests or other written communications required, permitted or otherwise given or sent pursuant or in relation to this Agreement, shall be deemed given if mailed first class, postage paid, or sent by electronic mail or facsimile, and if addressed or sent as follows:

18.1 **In the Case of Customer:** To the address, electronic mail address, or facsimile number provided to Iron Bow by Customer at the time of purchase, upon registration, or the most recent written notice of change of contact information, whether or not still valid.

18.2 **In the Case of Iron Bow:** To Iron Bow Technologies, LLC
2303 Dulles Station Boulevard, Suite 400
Herndon, Virginia 20171
Attn: Contracts/Legal

19. **Severability.** Each sentence, clause, paragraph and provision of this Agreement is entirely independent and severable from every other sentence, clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this Agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Agreement which will remain and continue in full force and effect. In all other respects, all provisions of this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

20. **Survival.** All provisions of this Agreement which are, by their nature, intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

21. **Governing Law and Disputes.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of law principles thereof. All claims, disputes, demands, controversies and differences that may arise between the Parties to this Agreement shall be settled first, by negotiating promptly with each other in good faith. These negotiations shall commence upon the written request of either Party and shall be conducted by the designated representative of each Party. Nothing in this agreement and/or this section shall be construed to relieve a

Party of the obligation to continue to pay invoices that are due and owing. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may otherwise mutually agree) through these negotiations, then the Parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may otherwise mutually agree) through said mediation, either Party may resort to the judicial process or request another form of alternative dispute resolution to pursue its claims. Any such action shall be filed in a court of competent jurisdiction in the Commonwealth of Virginia. Each Party will bear its own attorney's fees and other costs associated with negotiation, mediation and arbitration provided for in this section. If court proceedings to stay litigation or compel mediation are necessary, the Party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorney's fees, which are reasonably incurred by the other Party. If any legal action or other proceedings in a court of competent jurisdiction is brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which the prevailing Party may be entitled.

22. Entire Agreement. This Agreement (together with the Supplemental Documents) contains the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations, and negotiations, whether oral or written, with respect to the subject matter hereof. The Parties stipulate that there are no representations with respect to the subject matter of this Agreement except those representations specifically set forth in this Agreement and the Supplemental Documents. In the event of a conflict between this Agreement and the Supplemental Documents this Agreement shall take precedence as to terms and conditions of a legal nature, and the Supplemental Documents shall take precedence as to service level obligations, Customer obligations and responsibilities, matters of a distinctly similar nature thereto, and any issue or matter which any Supplemental Document specifically states it takes precedence over this Agreement in relation to. The Parties specifically agree that in cases of ambiguity in the construction of this Agreement there shall be no presumption against either Party as the "drafter" of this Agreement. Unless expressly agreed upon in writing, and signed by Iron Bow's Chief Financial Officer, Director of Contracts, or General Counsel, any and all additional language, terms and/or conditions provided on any order forms or other documents from Customer are hereby preemptively expressly rejected and shall not apply. This Agreement may not be changed orally; it may only be amended or modified in writing, and any such amendment or modification must be acknowledged in writing by the Party against whom enforcement of any waiver, change, modification or discharge is sought.



Addendum to IronCare & Managed Care Terms and Conditions for Federal Ordering Activities

This Addendum to IronCare & Managed Care Terms and Conditions for Federal Ordering Activities (this “Addendum”) modifies the Iron Bow Technologies, LLC’s standard commercial IronCare & Managed Care Terms and Conditions (the “Agreement”) and governs the delivery of IronCare Maintenance, Managed Care, and/or Cloud Video Services (herein referred to as the “Services”) from Iron Bow Technologies, LLC (“Iron Bow”) to Federal Ordering Activities under GSA Schedule Contract GS-35F-0251V.

WHEREAS, the General Services Administration (“GSA”) has requested certain modifications to the Agreement; and

WHEREAS, Iron Bow is willing to modify its standard commercial IronCare & Managed Care Terms and Conditions in accordance with GSA’s request.

NOW THEREFORE, for sales under GSA Schedule Contract GS-35F-0251V to Federal Ordering Activities, the Agreement shall be modified as follows:

1. The term “Customer” used in the Agreement shall mean a Federal “Ordering Activity.” The term “Ordering Activity” is defined as "an entity authorized to order under GSA Schedule contracts as defined in GSA Order ADM4800.2I, as may be revised from time to time."

2. The following sentence is added to the end of Section 2, Parties, of the Agreement:

This Agreement shall not be effective until executed in writing.

3. Section 4 of the Agreement is modified in its entirety to read as follows:

4. **Prices and Taxes.** Iron Bow shall state separately on invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) to Iron Bow or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4. Section 5 of the Agreement is modified in its entirety to read as follows:

5. Iron Bow shall invoice for insured shipping charges associated with advance replacement units and return of failed units to any non-U.S. Ordering Activity location. Second business day equipment delivery is provided for commercially available locations and some domestic and international locations are excluded.

5. The following sentence is added to the end of Section 7, Intellectual Property Rights, of the Agreement:

Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive a paid-up, nonexclusive, irrevocable, worldwide license to use such derivative works at no further cost.

6. Subsection 8.2 of the Agreement is modified in its entirety to read as follows:

8.2 Each Party agrees not to use any Confidential Information (as defined herein) of the other Party except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the Receiving Party in good faith, those persons with a genuine “need to know” and who will similarly limit the use and disclosure of the information, such as attorneys, accountants, commercial and investment bankers, consultants, Board members and certain key employees). All information which the Disclosing Party considers confidential will be

conspicuously marked or otherwise labeled “Confidential,” “Proprietary,” “Sensitive” or in another manner clearly indicating its confidential and/or proprietary nature or which, in the case of oral information, is specifically identified at the time of disclosure as being confidential, proprietary or sensitive; provided, however, such oral information will be reduced to writing and delivered to the Receiving Party within ten (10) days of oral disclosure. With respect to both Parties hereto, for purposes hereof, Confidential Information will not include any information that: (i) is now or becomes in the public domain through no breach of this Agreement; (ii) is in the possession of the Receiving Party as of the date of execution hereof and is not subject to nondisclosure obligations; (iii) is independently learned by the Receiving Party from a third party without breach of this Agreement; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the Receiving Party. The provisions of this Section 8 will survive the termination or expiration of this Agreement. Each Party will notify the other immediately upon learning of any unauthorized use, disclosure, or duplication of Confidential Information.

7. Section 8 of the Agreement is expanded with a new Subsection 8.4, which shall read as follows:

8.4 Iron Bow recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

8. Subsection 10.1 of the Agreement is hereby modified in its entirety to read as follows:

10.1 Iron Bow’s Indemnification Obligation. Iron Bow shall, at its sole expense, indemnify, defend and hold harmless Ordering Activity from any and all damages, losses, costs and claims based upon: (i) an allegation that any of the Services supplied under this Agreement infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party; and/or (ii) any grossly negligent or intentionally wrongful act or omission by Iron Bow in the performance of any of the Services supplied under this Agreement, to the proportionate extent Iron Bow is found to be grossly negligent or to have acted intentionally wrongfully. However, Iron Bow shall only be obligated to indemnify, defend and hold harmless Ordering Activity pursuant to the foregoing in the event that Ordering Activity fully cooperates in, the defense and settlement of any such damages, losses, costs and claims. In the event that any of the Services supplied under this Agreement is found to infringe on any intellectual property right of any third-party, Iron Bow may, at its sole and absolute discretion: (a) modify the Services so as to be non-infringing and materially equivalent; (b) procure a license from the owner of the infringed intellectual property, at Iron Bow’s sole and absolute discretion; or (c) refund to Ordering Activity the prorated balance of any pre-paid amount. The preceding sentence represents Ordering Activity’s sole recourse and entitlement in the event any of the Services are found to infringe on any intellectual property right of any third-party, and Ordering Activity specifically and irrevocably waives its rights to pursue any other or additional damages or compensation of any kind. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9. Subsection 10.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

10.2 RESERVED.

10. Subsection 10.3 of the Agreement is hereby modified in its entirety to read as follows:

10.3 Liability for Ordering Activity Protected Information. Ordering Activity acknowledges that any grant of access or actual access to Ordering Activity Protected Information is an error.



Therefore, Ordering Activity shall remain responsible for the security of its proprietary and confidential information, including all Ordering Activity Protected Information.

11. The following sentences are added to the end of Subsection 10.4 of the Agreement:

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

12. Section 13 of the Agreement is modified in its entirety to read as follows:

13. **Assignment.** Ordering Activity shall not, and may not, assign this Agreement, in whole or in part, or its rights or obligations hereunder, without Iron Bow's prior express written consent.

13. Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

14. **Renewal of Service.** Iron Bow may, in its sole and absolute discretion, offer the option for Customer to purchase Renewal of the Services. Renewal of the Services must be purchased and registered prior to the expiration of the existing service contract. Renewal of Service may require an inspection of the subject product at which time an inspection fee may be applicable. Iron Bow, at its sole and absolute discretion will determine if inspection is required and include inspection fees in the Renewal of Services quote, as applicable. Iron Bow reserves the right to refuse any purchase of Renewal of the Services which Iron Bow determines would require inspection, for any or no reason, at its sole and absolute discretion, before or after inspection thereof.

14. Subsection 15.2 of the Agreement is modified in its entirety to read as follows:

15.2 **Termination.** When the Ordering Activity is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Iron Bow shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

15. Subsection 15.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

15.3 RESERVED.

16. Section 16 of the Agreement is modified in its entirety to read as follows:

16. **SIX Year Limitation; Discrepancies.** Ordering Activity may not bring a claim or action regardless of form, arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than six (6) years after the expiration of the term of any of the Services at issue, or more than six (6) years after any such cause of action accrues, whichever is earlier. In addition, Ordering Activity agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to Iron Bow's attention in writing within ten (10) days from the date of the incident's occurrence (e.g. invoice date, receipt of good, provision of service, etc.). Ordering Activity's failure to raise an administrative discrepancy



(with appropriate supporting documentation) within this period will result in the waiver of Ordering Activity's right to dispute the incident at a future date.

17. Section 17 of the Agreement is modified in its entirety to read as follows:

17. **Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).

18. Section 21 of the Agreement is modified in its entirety to read as follows:

21. **Governing Law and Disputes.** This Agreement shall be governed by and interpreted in accordance with the Federal laws of the United States, without regard to the conflicts of law principles thereof. Nothing in this agreement and/or this section shall be construed to relieve a Party of the obligation to continue to pay invoices that are due and owing.

19. Section 22 of the Agreement is modified in its entirety to read as follows:

22. **Entire Agreement.** This Agreement (together with the Supplemental Documents), the GSA Schedule Contract, Schedule Pricelist and Purchase Order(s), contains the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations, and negotiations, whether oral or written, with respect to the subject matter hereof. The Parties stipulate that there are no representations with respect to the subject matter of this Agreement except those representations specifically set forth in this Agreement and the Supplemental Documents. In the event of a conflict between this Agreement and the Supplemental Documents this Agreement shall take precedence as to terms and conditions of a legal nature, and the Supplemental Documents shall take precedence as to service level obligations, Ordering Activity obligations and responsibilities, matters of a distinctly similar nature thereto, and any issue or matter which any Supplemental Document specifically states it takes precedence over this Agreement in relation to. The Parties specifically agree that in cases of ambiguity in the construction of this Agreement there shall be no presumption against either Party as the "drafter" of this Agreement. This Agreement may not be changed orally; it may only be amended or modified in writing, and any such amendment or modification must be acknowledged in writing by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

Except as specifically set forth in this Addendum, the Agreement is unaffected and the terms and conditions thereof shall govern the delivery of IronCare Maintenance, Managed Care, and/or Cloud Video Services from Iron Bow to any Ordering Activity. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

FEDERAL ORDERING ACTIVITY ACCEPTANCE.

In accordance with FAR 1.601(a), the signor below hereby represents and warrants that he/she is a duly warranted Contracting Officer with the authority to enter into an agreement binding on the Government.

Agreed and Accepted:

Federal Ordering Activity: _____
(Print Name of Federal Ordering Activity)

(Signature)

By: _____
(Printed Name)

Its: _____
(Title of Signor)

Date: _____



Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement

BY USING YOUR IRON BOW PRODUCT (THE “PRODUCT”, WHICH TERM INCLUDES BUT IS NOT LIMITED TO HARDWARE, SOFTWARE, COMPONENTS AND/OR ACCESSORIES) PURCHASED FROM IRON BOW, AN AUTHORIZED RETAILER, OR AN AUTHORIZED RESELLER, YOU AGREE TO THIS LIMITED WARRANTY, DISCLAIMER OF WARRANTY AND END USER LICENSE AGREEMENT. BEFORE USING IT, PLEASE READ THIS WARRANTY CAREFULLY. Contact your Reseller, Retailer or Iron Bow for more information or with any questions.

This warranty gives you specific legal rights. You may also have other rights which vary from State to State or Province to Province. Nothing in this Limited Warranty, Disclaimer of Warranty, and End User License Agreement Shall prejudice consumer rights granted by applicable mandatory laws.

LIMITED WARRANTY

Hardware. Iron Bow Technologies, LLC, or the Iron Bow Technologies, LLC subsidiary, affiliate, or agent selling the Product ("Iron Bow") warrants that commencing from the date of shipment to Customer (and in case of resale by an Iron Bow reseller, commencing not more than ninety (90) days after original shipment by Iron Bow) (the “Effective Date”), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the Product (if any) (the “Warranty Term”), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Iron Bow is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Iron Bow and its suppliers under this limited warranty will be, at Iron Bow's or its service center's option (a) Repair of the Hardware within the warranty period according to Iron Bow's standard repair process or, (b) Shipment of a replacement within the warranty period and according to Iron Bow's standard replacement process, (c) A refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid. Iron Bow replacement parts used in Hardware repair or replacement may be new or equivalent to new. Iron Bow's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Iron Bow's or its service center's then-current Return Material Authorization (RMA) procedures.

Warranty Restrictions and Exclusions. The above Hardware warranty and limited warranty in the End User License Agreement ("Software warranty") do not apply if the Software, Hardware, Product or any other equipment upon which the Software is authorized by Iron Bow or its suppliers or licensors to be used (a) has been altered, except by Iron Bow or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Iron Bow, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary Software modules; (f) any Software not provided directly by Iron Bow; (g) any Software that Iron Bow expressly provides on an "AS IS" basis; or (h) any Software for which Iron Bow does not receive a license fee.

Iron Bow is not responsible and this warranty does not apply if your Software, Hardware or Product is (a) damaged by use with products not sold or licensed by Iron Bow, (b) opened, modified, or tampered with



(including, for example, any attempt to defeat or circumvent any technical limitation or security mechanism, etc.), or its serial number is altered or removed, (c) damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, exposure to freezing or overheating temperatures, etc., or failure to follow instructions in the instruction manual), (d) scratched, dented, etc. or shows other cosmetic damage, or (e) repaired by anyone other than Iron Bow or an authorized warranty and repair service provider.

Iron Bow is not responsible and this warranty does not apply if your Hardware or Product is used with an operating system other than the operating system preinstalled in your Iron Bow Product, or any contemporaneous or later version of that operating system. This warranty also does not apply to consumable parts that are designed to diminish over time unless the failure has occurred due to a defect in materials or workmanship. Iron Bow does not guarantee that your use of the Product will be uninterrupted, timely, secure, or error-free, or that data loss will not occur

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY IRON BOW, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Disclaimer of Liabilities—Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF IRON BOW, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO ANY APPROVED SOURCE FOR THE SOFTWARE AND/OR HARDWARE PRODUCT THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE AND/OR HARDWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE AND/OR HARDWARE PRODUCTS IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

Disclaimer of Liabilities - Waiver of Consequential Damages and Other Losses. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL IRON BOW OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE



DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE AND/OR HARDWARE OR OTHERWISE AND EVEN IF IRON BOW OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states or jurisdictions do not allow limitation or exclusion of consequential or incidental damages, the above limitation may not apply to you.

Customer acknowledges and agrees that Iron Bow has set its prices and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

Controlling Law, Jurisdiction. The Agreement and warranties ("Warranties") are controlled by and construed under the laws of the Commonwealth of Virginia, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of Virginia shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties.

Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement and Warranties shall remain in full force and effect. Except as expressly provided herein, the Agreement constitutes the entire agreement between the parties with respect to the Hardware, the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any Purchase Order or elsewhere, all of which terms are excluded. The Agreement has been written in the English language, and the parties agree that the English version will govern.

END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT TO ENSURE YOU ARE PURCHASING IRON BOW SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "CUSTOMER") HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS IRON BOW END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, DOWNLOADING, INSTALLING OR USING IRON BOW OR IRON BOW-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

IRON BOW TECHNOLOGIES, LLC OR ITS AFFILIATE LICENSING THE SOFTWARE INSTEAD OF IRON BOW TECHNOLOGIES, LLC ("IRON BOW") IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT PLUS ANY ADDITIONAL LIMITATIONS ON THE LICENSE SET FORTH IN ANY SUPPLEMENTAL LICENSE AGREEMENT ACCOMPANYING THE PRODUCT OR AVAILABLE AT THE TIME OF YOUR ORDER (COLLECTIVELY THE "AGREEMENT"). TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY SUPPLEMENTAL LICENSE AGREEMENT, THE SUPPLEMENTAL



LICENSE AGREEMENT SHALL APPLY. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ARE REPRESENTING THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND BINDING YOURSELF TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN IRON BOW IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED END USER PURCHASER. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN "APPROVED SOURCE" MEANS (A) IRON BOW; OR (B) A DISTRIBUTOR OR SYSTEMS INTEGRATOR AUTHORIZED BY IRON BOW TO DISTRIBUTE / SELL IRON BOW EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS; OR (C) A RESELLER AUTHORIZED BY IRON BOW OR ANY SUCH DISTRIBUTOR OR SYSTEMS INTEGRATOR IN ACCORDANCE WITH THE TERMS OF THE DISTRIBUTOR'S AGREEMENT WITH IRON BOW TO DISTRIBUTE / SELL THE IRON BOW EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S USE OF THE SOFTWARE (DEFINED BELOW), EXCEPT TO THE EXTENT: (A) THERE IS A SEPARATE SIGNED CONTRACT BETWEEN CUSTOMER AND IRON BOW GOVERNING CUSTOMER'S USE OF THE SOFTWARE, OR (B) THE SOFTWARE INCLUDES A SEPARATE "CLICK-ACCEPT" LICENSE AGREEMENT OR THIRD PARTY LICENSE AGREEMENT AS PART OF THE INSTALLATION OR DOWNLOAD PROCESS GOVERNING CUSTOMER'S USE OF THE SOFTWARE. TO THE EXTENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE FOREGOING DOCUMENTS, THE ORDER OF PRECEDENCE SHALL BE (1) THE SIGNED CONTRACT, (2) THE CLICK-ACCEPT AGREEMENT OR THIRD PARTY LICENSE AGREEMENT, AND (3) THE AGREEMENT. FOR PURPOSES OF THE AGREEMENT, "SOFTWARE" SHALL MEAN COMPUTER PROGRAMS, INCLUDING FIRMWARE AND COMPUTER PROGRAMS EMBEDDED IN IRON BOW EQUIPMENT, AS PROVIDED TO CUSTOMER BY AN APPROVED SOURCE, AND ANY UPGRADES, UPDATES, BUG FIXES OR MODIFIED VERSIONS THERETO (COLLECTIVELY, "UPGRADES"), ANY OF THE SAME WHICH HAS BEEN RELICENSED UNDER THE IRON BOW SOFTWARE TRANSFER AND RE-LICENSING POLICY (AS MAY BE AMENDED BY IRON BOW FROM TIME TO TIME) OR BACKUP COPIES OF ANY OF THE FOREGOING.

License. Conditioned upon compliance with the terms and conditions of the Agreement, Iron Bow grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees to an Approved Source. "Documentation" means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by an Approved Source with the Software in any manner (including on CD-ROM, or on-line). In order to use the Software, Customer may be required to input a registration number or product authorization key and register Customer's copy of the Software online at Iron Bow's website to obtain the necessary license key or license file.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or such other limitations as are set forth in the applicable Supplemental



License Agreement or in the applicable purchase order which has been accepted by an Approved Source and for which Customer has paid to an Approved Source the required license fee (the "Purchase Order").

Unless otherwise expressly provided in the Documentation or any applicable Supplemental License Agreement, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable Documentation permits installation on non-Iron Bow equipment) for communication with Iron Bow equipment owned or leased by Customer and used for Customer's internal business purposes. No other licenses are granted by implication, estoppel or otherwise.

For evaluation or beta copies for which Iron Bow does not charge a license fee, the above requirement to pay license fees does not apply.

General Limitations. This is a license, not a transfer of title, to the Software and Documentation, and Iron Bow retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Iron Bow or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, Customer shall only use the Software in connection with the use of Iron Bow equipment purchased by the Customer from an Approved Source and Customer shall have no right, and Customer specifically agrees not to:

- (i) transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any Iron Bow relicensing/transfer policy then in force), or use the Software on Iron Bow equipment not purchased by the Customer from an Approved Source or on secondhand Iron Bow equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent that Iron Bow is legally required to permit such specific activity pursuant to any applicable open source license;
- (iv) publish any results of benchmark tests run on the Software;
- (v) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Iron Bow; or
- (vi) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Iron Bow. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by applicable law, and at Customer's written request, Iron Bow shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Iron Bow's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Iron Bow makes such information available.

Software, Upgrades and Additional Copies. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE



ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE TO AN APPROVED SOURCE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO IRON BOW EQUIPMENT SUPPLIED BY AN APPROVED SOURCE FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

Proprietary Notices. Customer agrees to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in the Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Iron Bow.

Term and Termination. The Agreement and the license granted herein shall remain effective until terminated. Customer may terminate the Agreement and the license at any time by destroying all copies of Software and any Documentation. Customer's rights under the Agreement will terminate immediately without notice from Iron Bow if Customer fails to comply with any provision of the Agreement. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer, all restrictions and limitations imposed on the Customer under the section titled "General Limitations" and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms Applicable to the Limited Warranty Statement and End User License Agreement" shall survive termination of the Agreement.

Customer Records. Customer grants to Iron Bow and its independent accountants the right to examine Customer's books, records and accounts related to this Agreement and/or the products and/or software which are the subject of this Agreement during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Iron Bow the appropriate license fees, plus the reasonable cost of conducting the audit.

Export, Re-Export, Transfer and Use Controls. The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by Iron Bow under the Agreement may be subject to export controls under the laws and regulations of the United States (U.S.) and any other applicable countries' laws and regulations. Customer shall comply with such laws and regulations governing export, re-export, import, transfer and use of Iron Bow Software and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Iron Bow and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

U.S. Government End User Purchasers. The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.



Identified Components; Additional Terms. The Software may contain or be delivered with one or more components, which may include third-party components, identified by Iron Bow in the Documentation, readme.txt file, third-party click-accept or elsewhere (e.g. on Iron Bow's website) (the "Identified Component(s)") as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You agree to the applicable Additional Terms for any such Identified Component(s)."



**Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User
License Agreement
For Federal Ordering Activities UNDER GSA SCHEDULE CONTRACT
GS-35F-0251V**

This Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement for Federal Ordering Activities Under GSA Schedule Contract GS-35F-0251V provides for a limited warranty and governs Federal Ordering Activities' use of Iron Bow Products when acquired under said GSA Schedule Contract. All other End Users' warranty and use of Iron Bow Products shall be governed by the standard commercial Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement.

BY EXECUTING THIS AGREEMENT IN WRITING, AS IT RELATES TO THE IRON BOW PRODUCT (THE "PRODUCT", WHICH TERM INCLUDES BUT IS NOT LIMITED TO HARDWARE, SOFTWARE, COMPONENTS AND/OR ACCESSORIES) PURCHASED FROM IRON BOW, AN AUTHORIZED RETAILER, OR AN AUTHORIZED RESELLER, YOU AGREE TO THIS LIMITED WARRANTY, DISCLAIMER OF WARRANTY AND END USER LICENSE AGREEMENT. BEFORE USING IT, PLEASE READ THIS WARRANTY CAREFULLY. Contact your Reseller, Retailer or Iron Bow for more information or with any questions.

This warranty gives you specific legal rights. You may also have other rights which vary from State to State or Province to Province. Nothing in this Limited Warranty, Disclaimer of Warranty, and End User License Agreement Shall prejudice consumer rights granted by applicable mandatory laws.

LIMITED WARRANTY

Hardware. Iron Bow Technologies, LLC, or the Iron Bow Technologies, LLC subsidiary, affiliate, or agent selling the Product ("Iron Bow") warrants that commencing from the date of shipment to Customer (and in case of resale by an Iron Bow reseller, commencing not more than ninety (90) days after original shipment by Iron Bow) (the "Effective Date"), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the Product (if any) (the "Warranty Term"), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Iron Bow is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Iron Bow and its suppliers under this limited warranty will be, at Iron Bow's or its service center's option (a) Repair of the Hardware within the warranty period according to Iron Bow's standard repair process or, (b) Shipment of a replacement within the warranty period and according to Iron Bow's standard replacement process, (c) A refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid. Iron Bow replacement parts used in Hardware repair or replacement may be new or equivalent to new. Iron Bow's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Iron Bow's or its service center's then-current Return Material Authorization (RMA) procedures.

Warranty Restrictions and Exclusions. The above Hardware warranty and limited warranty in the End User License Agreement ("Software warranty") do not apply if the Software, Hardware, Product or any other equipment upon which the Software is authorized by Iron Bow or its suppliers or licensors to be used (a) has been altered, except by Iron Bow or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Iron Bow, (c) has been subjected to



abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary Software modules; (f) any Software not provided directly by Iron Bow; (g) any Software that Iron Bow expressly provides on an "AS IS" basis; or (h) any Software for which Iron Bow does not receive a license fee.

Iron Bow is not responsible and this warranty does not apply if your Software, Hardware or Product is (a) damaged by use with products not sold or licensed by Iron Bow, (b) opened, modified, or tampered with (including, for example, any attempt to defeat or circumvent any technical limitation or security mechanism, etc.), or its serial number is altered or removed, (c) damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, exposure to freezing or overheating temperatures, etc., or failure to follow instructions in the instruction manual), (d) scratched, dented, etc. or shows other cosmetic damage, or (e) repaired by anyone other than Iron Bow or an authorized warranty and repair service provider.

Iron Bow is not responsible and this warranty does not apply if your Hardware or Product is used with an operating system other than the operating system preinstalled in your Iron Bow Product, or any contemporaneous or later version of that operating system. This warranty also does not apply to consumable parts that are designed to diminish over time unless the failure has occurred due to a defect in materials or workmanship. Iron Bow does not guarantee that your use of the Product will be uninterrupted, timely, secure, or error-free, or that data loss will not occur

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY IRON BOW, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

Disclaimer of Liabilities—Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF IRON BOW, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS



COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO ANY APPROVED SOURCE FOR THE SOFTWARE AND/OR HARDWARE PRODUCT THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE AND/OR HARDWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE AND/OR HARDWARE PRODUCTS IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

Disclaimer of Liabilities - Waiver of Consequential Damages and Other Losses. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL IRON BOW OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE AND/OR HARDWARE OR OTHERWISE AND EVEN IF IRON BOW OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states or jurisdictions do not allow limitation or exclusion of consequential or incidental damages, the above limitation may not apply to you.

Customer acknowledges and agrees that Iron Bow has set its prices and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

Controlling Law, Jurisdiction. The Agreement and warranties ("Warranties") are controlled by and construed under the Federal laws of the United States of America, notwithstanding any conflicts of law provisions.

If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement and Warranties shall remain in full force and effect. Except as expressly provided herein, the Agreement constitutes the entire agreement between the parties with respect to the Hardware, the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any Purchase Order or elsewhere, all of which terms are excluded. The Agreement has been written in the English language, and the parties agree that the English version will govern.

END USER LICENSE AGREEMENT



IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT TO ENSURE YOU ARE PURCHASING IRON BOW SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "CUSTOMER") HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS IRON BOW END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, DOWNLOADING, INSTALLING OR USING IRON BOW OR IRON BOW-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

IRON BOW TECHNOLOGIES, LLC OR ITS AFFILIATE LICENSING THE SOFTWARE INSTEAD OF IRON BOW TECHNOLOGIES, LLC ("IRON BOW") IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT PLUS ANY ADDITIONAL LIMITATIONS ON THE LICENSE SET FORTH IN ANY SUPPLEMENTAL LICENSE AGREEMENT ACCOMPANYING THE PRODUCT OR AVAILABLE AT THE TIME OF YOUR ORDER (COLLECTIVELY THE "AGREEMENT"). TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY SUPPLEMENTAL LICENSE AGREEMENT, THE SUPPLEMENTAL LICENSE AGREEMENT SHALL APPLY. BY EXECUTING THIS AGREEMENT IN WRITING, YOU ARE REPRESENTING THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND BINDING YOURSELF TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN IRON BOW IS UNWILLING TO LICENSE THE SOFTWARE TO YOU. AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED END USER PURCHASER. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN "APPROVED SOURCE" MEANS (A) IRON BOW; OR (B) A DISTRIBUTOR OR SYSTEMS INTEGRATOR AUTHORIZED BY IRON BOW TO DISTRIBUTE / SELL IRON BOW EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS; OR (C) A RESELLER AUTHORIZED BY IRON BOW OR ANY SUCH DISTRIBUTOR OR SYSTEMS INTEGRATOR IN ACCORDANCE WITH THE TERMS OF THE DISTRIBUTOR'S AGREEMENT WITH IRON BOW TO DISTRIBUTE / SELL THE IRON BOW EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S USE OF THE SOFTWARE (DEFINED BELOW), EXCEPT TO THE EXTENT THERE IS A SEPARATE SIGNED CONTRACT BETWEEN CUSTOMER AND IRON BOW GOVERNING CUSTOMER'S USE OF THE SOFTWARE. TO THE EXTENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE FOREGOING DOCUMENTS, THE ORDER OF PRECEDENCE SHALL BE (1) THE SIGNED CONTRACT AND (2) THE AGREEMENT. FOR PURPOSES OF THE AGREEMENT, "SOFTWARE" SHALL MEAN COMPUTER PROGRAMS, INCLUDING FIRMWARE AND COMPUTER PROGRAMS EMBEDDED IN IRON BOW EQUIPMENT, AS PROVIDED TO CUSTOMER BY AN APPROVED SOURCE, AND ANY UPGRADES, UPDATES, BUG FIXES OR MODIFIED VERSIONS THERETO (COLLECTIVELY, "UPGRADES"), ANY OF THE SAME WHICH HAS BEEN



RELICENSED UNDER THE IRON BOW SOFTWARE TRANSFER AND RE-LICENSING POLICY (AS MAY BE AMENDED BY IRON BOW FROM TIME TO TIME) OR BACKUP COPIES OF ANY OF THE FOREGOING.

License. Iron Bow grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees to an Approved Source. "Documentation" means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by an Approved Source with the Software in any manner (including on CD-ROM, or on-line). In order to use the Software, Customer may be required to input a registration number or product authorization key and register Customer's copy of the Software online at Iron Bow's website to obtain the necessary license key or license file.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or such other limitations as are set forth in the applicable Supplemental License Agreement or in the applicable purchase order which has been accepted by an Approved Source and for which Customer has paid to an Approved Source the required license fee (the "Purchase Order").

Unless otherwise expressly provided in the Documentation or any applicable Supplemental License Agreement, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable Documentation permits installation on non-Iron Bow equipment) for communication with Iron Bow equipment owned or leased by Customer and used for Customer's internal business purposes. No other licenses are granted by implication, estoppel or otherwise.

For evaluation or beta copies for which Iron Bow does not charge a license fee, the above requirement to pay license fees does not apply.

General Limitations. This is a license, not a transfer of title, to the Software and Documentation, and Iron Bow retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Iron Bow or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, Customer shall only use the Software in connection with the use of Iron Bow equipment purchased by the Customer from an Approved Source and Customer shall have no right, and Customer specifically agrees not to:

- (i) transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any Iron Bow relicensing/transfer policy then in force), or use the Software on Iron Bow equipment not purchased by the Customer from an Approved Source or on secondhand Iron Bow equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
 - (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
 - (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent that Iron Bow is legally required to permit such specific activity pursuant to any applicable open source license;
 - (iv) publish any results of benchmark tests run on the Software;
 - (v) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Iron Bow;
- or



(vi) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Iron Bow. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by applicable law, and at Customer's written request, Iron Bow shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Iron Bow's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Iron Bow makes such information available.

Software, Upgrades and Additional Copies. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE TO AN APPROVED SOURCE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO IRON BOW EQUIPMENT SUPPLIED BY AN APPROVED SOURCE FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

Proprietary Notices. Customer agrees to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in the Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Iron Bow.

Term and Termination. The Agreement and the license granted herein shall remain effective until terminated. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Iron Bow shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer, all restrictions and limitations imposed on the Customer under the section titled "General Limitations" and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms Applicable to the Limited Warranty Statement and End User License Agreement" shall survive termination of the Agreement.

Customer Records. Customer grants to Iron Bow and its independent accountants the right to examine Customer's books, records and accounts related to this Agreement and/or the products and/or software which are the subject of this Agreement during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Iron Bow the appropriate license fees, plus the reasonable cost of conducting the audit.

Export, Re-Export, Transfer and Use Controls. The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by Iron Bow under the



Agreement may be subject to export controls under the laws and regulations of the United States (U.S.) and any other applicable countries' laws and regulations. Customer shall comply with such laws and regulations governing export, re-export, import, transfer and use of Iron Bow Software and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Iron Bow and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

U.S. Government End User Purchasers. The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

Identified Components; Additional Terms. The Software may contain or be delivered with one or more components, which may include third-party components, identified by Iron Bow in the Documentation, readme.txt file, third-party click-accept or elsewhere (e.g. on Iron Bow's website) (the "Identified Component(s)") as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You acknowledge these Additional Terms for any such Identified Component(s)."

FEDERAL ORDERING ACTIVITY ACCEPTANCE.

In accordance with FAR 1.601(a), the signor below hereby represents and warrants that he/she is a duly warranted Contracting Officer with the authority to enter into an agreement binding on the Government.

Agreed and Accepted:

Federal Ordering Activity: _____
(Print Name of Federal Ordering Activity)

(Signature)

By: _____
(Printed Name)

Its: _____
(Title of Signor)

Date: _____



IRON BOW RMA, DOA AND RETURN POLICY

This Iron Bow RMA, DOA and Return Policy provides all Iron Bow Technologies, LLC (“Iron Bow”) Customers and Authorized Partners (including Resellers and Distributors) with the policies and procedures that must be followed in order to make a claim for a Return Merchandise Authorization (“RMA”), Dead on Arrival (“DOA”) product, or other return of a product ordered from Iron Bow. Customer’s (including Authorized Partners) purchase of products, IronCare Maintenance, Managed Care Services and/or Cloud Video Services is Customer’s act of acceptance of this Agreement, and no further action or acknowledgement is required therefrom.

In the event that the DOA product(s) is subject to a third party (OEM or Distributor) RMA, DOA, and return policies and processes, the third party’s RMA, DOA and return policies, processes, and procedures shall take precedence over the policies, processes, and procedures detailed herein. All capitalized terms in this description have the meaning ascribed to them herein, or, if not defined herein, their common definitions in the industry.

Definitions.

“Authorized Partner” means a Reseller or Distributor registered and permitted by Iron Bow to obtain the Products for their Customers.

“Customer” means the person or entity that first places a Product in productive use as an End User for its own internal use and does not: (i) resell or distribute the Product, and/or (ii) use the Product to provide outsourcing and/or services to others. The terms “Customer” and “End User” may be used interchangeably herein.

“Dead on Arrival” (“DOA”) means any product(s) that does not operate upon delivery, or fails upon the initial inspection or power-up.

“OEM” means the original equipment manufacturer.

“Product” or “Products” mean any and all products, equipment, or other tangible items sold by Iron Bow, whether sold directly to a Customer by Iron Bow or by an Authorized Partner.

“RMA” means returned merchandise authorization.

1) **Related Documents.** This Agreement should be read in conjunction with, but not in limitation to, the following documents (together, the “Supplemental Documents”):

- a) IronCare & Managed Care Terms and Conditions; and
- b) The applicable warranty, if any, which may be:
 - a) The OEM warranty provided with the product;
 - b) The Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement provided with the product; or
 - c) Any additional warranty sold and provided by Iron Bow or the applicable OEM.

2) **RMAs and Returns.**

- 2.1 Qualifying for RMA or Return. All sales are final. Except as provided in Iron Bow's warranty statements, Iron Bow does not accept returns unless (i) Iron Bow shipped a Product other than as specified in the Purchase Order, and (ii) such Product is unopened, and (iii) the Product is



returned in accordance with this Agreement; or (iv) a Product is DOA, and (v) the DOA Product is returned in accordance with this Agreement.

2.2 RMA and Return Process.

- a) Notice. If Customer desires to return any Product(s) and said Product is eligible for RMA or return hereunder, Customer must notify the appropriate party no later than ten (10) business days from date of delivery.
 - a) Customer shall submit an RMA or Return Product(s) claim for the subject order to the party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner).
 - b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or ordermgt@ironbow.com.
 - c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.
- b) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date RMA or Return claim was submitted, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the party to whom the refund or credit (the selection between which shall be in Iron Bow's sole and absolute discretion) should be provided.
- c) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is eligible for RMA or Return, Iron Bow shall issue an RMA number for the Product(s) to the party from whom the claim was received by Iron Bow.
- d) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

2.3 Process for Third Party OEM Products. The Distributor's or OEM's RMA and Return policies and procedures shall govern all RMA's and Returns of third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the Product(s). If the RMA or Return is permissible pursuant to the Distributor's or OEM's RMA and Return policies and procedures, the Distributor/OEM shall generate an RMA number, which they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard RMA and Return policies and procedures.



3) **DOA Products.**

3.1 Qualifying for DOA Process.

- a) A product may be returned using the DOA process described herein if the product does not operate upon delivery or initial inspection, if such failure to operate is discovered and reported to Iron Bow within ten (10) business days of the date of delivery.
 - * *Any Product that arrives in damaged packaging should be refused by the Customer. If the Customer accepts Product(s) that arrives in damaged packaging, Customer shall note the damage on the shipment carrier's delivery record so that Iron Bow or the appropriate Authorized Partner may file an insurance claim. Customer's failure to either reject Product(s) that arrives in damaged packaging or note such damage in the shipment carrier's delivery record alleviates Iron Bow of any obligation to honor a request for DOA processing under these procedures.*
- b) Only the original End User or an Authorized Partner may initiate a DOA claim.
 - * *If you purchased your Product(s) from an Authorized Partner please contact your Distributor or Reseller directly for support, and they will manage the DOA process for you.*
- c) The DOA Product(s) must be received by Iron Bow within 10 business days of the issuance of a DOA or RMA number therefore. In the event that Iron Bow provides a replacement Product based on a DOA claim prior to receipt of the alleged DOA Product, and then either (i) does not receive the alleged DOA Product within said 15 day period; or (ii) determines (in its sole and absolute discretion) that the returned/defective Product was not DOA, Customer will be invoiced for the full MSRP of the replacement Product plus any and all applicable shipping, handling and insurance costs associated with the DOA claim and replacement Product.

3.2 DOA Process.

- b) Notice. If Customer discovers that any Product subject hereto is DOA, Customer must notify Reseller no later than ten (10) business days from date of delivery.
 - a) Customer shall submit a DOA Product claim for the subject order to the party from whom Customer purchased the Product (either Iron Bow or the Authorized Partner).
 - b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or ordermgt@ironbow.com.
 - c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.
- c) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date DOA status was discovered, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the address to which the replacement Product(s) should be shipped.
- d) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is DOA, Iron Bow shall issue an RMA number for the DOA product(s) to the party from whom the claim was received by Iron Bow.



- e) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.
If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.
 - f) Process for Third Party OEM Products. The Distributor's or OEM's DOA policies and procedures shall govern all DOA claims for third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the DOA product(s). If the DOA claim is permissible pursuant to the Distributor's or OEM's DOA policies and procedures, the Distributor/OEM shall generate an RMA number, which they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard DOA policies and procedures.
- 4) **Status of Customer's Claim.**
- 4.1 Iron Bow Products. The party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner) shall be Customer's point of contact for all RMA, Return, and DOA related inquiries during the applicable process. That party shall communicate any status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times for the replacement Product(s) are subject to in-stock availability or the lead times to manufacture a replacement Product(s) in the event of insufficient stock. Once the replacement Product(s) have shipped, Iron Bow will provide Customer with a tracking number.
 - 4.2 Third Party OEM Products. Iron Bow shall be Customer's point of contact for all RMA, Return, and DOA related inquiries, and shall be responsible for all communications with the Distributor/OEM during the RMA, Return, or DOA process. Iron Bow shall communicate any Distributor/OEM process requirements, as well as status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times of the replacement Product(s) are subject to Distributor's/OEM's in-stock availability or the lead times applicable to new orders at that time. Once the replacement Product(s) have shipped, Customer shall be provided with any relevant information that Iron Bow is provided by the Distributor/OEM, potentially including tracking numbers, etc.



IRON BOW RMA, DOA AND RETURN POLICY FOR FEDERAL ORDERING ACTIVITIES UNDER GSA SCHEDULE CONTRACT GS-35F-0251V

This Iron Bow RMA, DOA and Return Policy provides all Iron Bow Technologies, LLC (“Iron Bow”) Customers that acquire Products under GSA Schedule Contract GS-35F-0251V with the policies and procedures that must be followed in order to make a claim for a Return Merchandise Authorization (“RMA”), Dead on Arrival (“DOA”) product, or other return of a product ordered from Iron Bow.

In the event that the DOA product(s) is subject to a third party (OEM or Distributor) RMA, DOA, and return policies and processes, the third party’s RMA, DOA and return policies, processes, and procedures shall take precedence over the policies, processes, and procedures detailed herein. All capitalized terms in this description have the meaning ascribed to them herein, or, if not defined herein, their common definitions in the industry.

This Agreement is effective as of the date of execution, and shall continue until otherwise terminated.

Definitions.

“**Authorized Partner**” means a Reseller or Distributor registered and permitted by Iron Bow to obtain the Products for their Customers.

“**Customer**” means the entity that first places a Product in productive use as an End User for its own internal use and does not: (i) resell or distribute the Product, and/or (ii) use the Product to provide outsourcing and/or services to others. The terms “Customer” and “End User” may be used interchangeably herein.

“**Dead on Arrival**” (“**DOA**”) means any product(s) that does not operate upon delivery, or fails upon the initial inspection or power-up.

“**OEM**” means the original equipment manufacturer.

“**Product**” or “**Products**” mean any and all products, equipment, or other tangible items sold by Iron Bow, whether sold directly to a Customer by Iron Bow or by an Authorized Partner.

“**RMA**” means returned merchandise authorization.

4) **Related Documents.** This Agreement should be read in conjunction with, but not in limitation to, the following documents (together, the “Supplemental Documents”):

- a) IronCare & Managed Care Terms and Conditions; and
- b) The applicable warranty, if any, which may be:
 - a) The OEM warranty provided with the product;
 - b) The Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement provided with the product; or
 - c) Any additional warranty sold and provided by Iron Bow or the applicable OEM.

5) **RMAs and Returns.**

2.4 Qualifying for RMA or Return. All sales are final. Except as provided in Iron Bow's warranty statements, Iron Bow does not accept returns unless (i) Iron Bow shipped a Product other than as specified in the Purchase Order, and (ii) such Product is unopened, and (iii) the Product is returned in accordance with this Agreement; or (iv) a Product is DOA, and (v) the DOA Product is returned in accordance with this Agreement.

2.5 RMA and Return Process.

- a) Notice. If Customer desires to return any Product(s) and said Product is eligible for RMA or return hereunder, Customer must notify the appropriate party no later than ten (10) business days from date of delivery.
- a) Customer shall submit an RMA or Return Product(s) claim for the subject order to the party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner).

- b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or ordermgt@ironbow.com.
- c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.
- b) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date RMA or Return claim was submitted, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the party to whom the refund or credit (the selection between which shall be in Iron Bow's sole and absolute discretion) should be provided.
- c) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is eligible for RMA or Return, Iron Bow shall issue an RMA number for the Product(s) to the party from whom the claim was received by Iron Bow.
- d) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

- 2.6 Process for Third Party OEM Products. The Distributor's or OEM's RMA and Return policies and procedures shall govern all RMA's and Returns of third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the Product(s). If the RMA or Return is permissible pursuant to the Distributor's or OEM's RMA and Return policies and procedures, the Distributor/OEM shall generate an RMA number, which they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard RMA and Return policies and procedures.

6) **DOA Products.**

3.3 Qualifying for DOA Process.

- a) A product may be returned using the DOA process described herein if the product does not operate upon delivery or initial inspection, if such failure to operate is discovered and reported to Iron Bow within ten (10) business days of the date of delivery.
 - * *Any Product that arrives in damaged packaging should be refused by the Customer. If the Customer accepts Product(s) that arrives in damaged packaging, Customer shall note the damage on the shipment carrier's delivery record so that Iron Bow or the appropriate Authorized Partner may file an insurance claim. Customer's failure to either reject Product(s) that arrives in damaged packaging or note such damage in the shipment carrier's delivery record alleviates Iron Bow of any obligation to honor a request for DOA processing under these procedures.*
- b) Only the original End User or an Authorized Partner may initiate a DOA claim.
 - * *If you purchased your Product(s) from an Authorized Partner please contact your Distributor or Reseller directly for support, and they will manage the DOA process for you.*

- c) The DOA Product(s) must be received by Iron Bow within 10 business days of the issuance of a DOA or RMA number therefore. In the event that Iron Bow provides a replacement Product based on a DOA claim prior to receipt of the alleged DOA Product, and then either (i) does not receive the alleged DOA Product within said 15 day period; or (ii) determines (in its sole and absolute discretion) that the returned/defective Product was not DOA, Customer will be invoiced for the full MSRP of the replacement Product plus any and all applicable shipping, handling and insurance costs associated with the DOA claim and replacement Product.

3.4 DOA Process.

- g) Notice. If Customer discovers that any Product subject hereto is DOA, Customer must notify Reseller no later than ten (10) business days from date of delivery.
 - a) Customer shall submit a DOA Product claim for the subject order to the party from whom Customer purchased the Product (either Iron Bow or the Authorized Partner).
 - b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or ordermgt@ironbow.com.
 - c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.
- h) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date DOA status was discovered, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the address to which the replacement Product(s) should be shipped.
- i) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is DOA, Iron Bow shall issue an RMA number for the DOA product(s) to the party from whom the claim was received by Iron Bow.
- j) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.
If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.
- k) Process for Third Party OEM Products. The Distributor's or OEM's DOA policies and procedures shall govern all DOA claims for third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the DOA product(s). If the DOA claim is permissible pursuant to the Distributor's or OEM's DOA policies and procedures, the Distributor/OEM shall generate an RMA number, which they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard DOA policies and procedures.

5) **Status of Customer's Claim.**

- 4.3 Iron Bow Products. The party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner) shall be Customer's point of contact for all RMA, Return, and DOA related inquiries



during the applicable process. That party shall communicate any status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times for the replacement Product(s) are subject to in-stock availability or the lead times to manufacture a replacement Product(s) in the event of insufficient stock. Once the replacement Product(s) have shipped, Iron Bow will provide Customer with a tracking number.

- 4.4 Third Party OEM Products. Iron Bow shall be Customer's point of contact for all RMA, Return, and DOA related inquiries, and shall be responsible for all communications with the Distributor/OEM during the RMA, Return, or DOA process. Iron Bow shall communicate any Distributor/OEM process requirements, as well as status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times of the replacement Product(s) are subject to Distributor's/OEM's in-stock availability or the lead times applicable to new orders at that time. Once the replacement Product(s) have shipped, Customer shall be provided with any relevant information that Iron Bow is provided by the Distributor/OEM, potentially including tracking numbers, etc.



FEDERAL ORDERING ACTIVITY ACCEPTANCE.

In accordance with FAR 1.601(a), the signor below hereby represents and warrants that he/she is a duly warranted Contracting Officer with the authority to enter into an agreement binding on the Government.

Agreed and Accepted:

Federal Ordering Activity: _____
(Print Name of Federal Ordering Activity)

(Signature)

By: _____
(Printed Name)

Its: _____
(Title of Signor)

Date: _____